



# CITY OF SEASIDE CITY COUNCIL AGENDA

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Monday, February 13, 2023

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To provide public comment for City Council meetings, participants should register prior to the meeting. Please complete the form linked below to offer public comment at an upcoming City Council meeting. You may provide public comment using the following methods:

1. In-person (meetings are held at Seaside City Hall, 989 Broadway, Seaside, OR)
2. Via Zoom web conference or telephone (obtain link and register at [cityofseaside.us](http://cityofseaside.us))
3. Written comments may be submitted using this [form](#), via e-mail to [publiccomment@cityofseaside.us](mailto:publiccomment@cityofseaside.us) or in person at City Hall (989 Broadway, Seaside, OR).

If you are providing public comment in person or via Zoom, please keep in mind your comments will be limited to three (3) minutes. If your comments will be longer than three (3) minutes, please submit your comment in writing and utilize your three (3) minutes to summarize your written document. Please review the [Public Comment Rules of Conduct](#) prior to the meeting.

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## CITY COUNCIL WORK SESSION: 5:00 PM

1. Discussion of City Council Participation in Virtual Meetings { 20 min }
  2. Discussion of a Proclamation Policy { 20 min }
  3. Discussion of Current/Future Agenda Items { 10 min }
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## CITY COUNCIL MEETING: 6:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PROCLAMATION:**
  - a) CAREER AND TECHNICAL EDUCATION MONTH
  - b) TEEN VIOLENCE AWARENESS MONTH
6. **PUBLIC COMMENTS** Members of the public may use this time to provide comment to the City Council on items that are not scheduled on this agenda for a public hearing or public comment. Speaking time is limited to three minutes.
7. **DECLARATION OF POTENTIAL CONFLICT OF INTEREST**
8. **CONSENT AGENDA**
  - a) PAYMENT OF THE BILLS - \$200,189.07
  - b) APPROVAL OF MINUTES – January 23, 2023

9. **REPORTS AND PRESENTATIONS:**

- a) SEASIDE 101 PODCAST - Seaside High School Students: Abby Nofield, Ryan Varozza, and Brody Hillman

10. **CITY OF SEASIDE COMMITTEE, COMMISSION, AND BOARDS**

- a) VACANCY PLANNING COMMISSION (1 Vacancy – 2 Application)

11. **UNFINISHED BUSINESS:**

- a) **ORDINANCE 2023-01** – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 31, BOARDS, COMMISSIONS, AND COMMITTEES, Jeff Flory

- OPEN PUBLIC COMMENTS
- CLOSE PUBLIC COMMENTS
- COUNCIL COMMENTS
- MOTION FOR THIRD READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
- MOTION TO ADOPT – ROLL CALL VOTE

- b) **ORDINANCE 2023-02** – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 150, STANDARD CODES ADOPTED BY REFERENCE, Jeff Flory

- OPEN PUBLIC COMMENTS
- CLOSE PUBLIC COMMENTS
- COUNCIL COMMENTS
- MOTION FOR THIRD READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
- MOTION TO ADOPT – ROLL CALL VOTE

12. **NEW BUSINESS**

- a) **RESOLUTION #4015** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE, OREGON, AUTHORIZING ITS SUPPORT FOR CLATSOP COUNTY’S REQUEST TO BE INCLUDED IN EMERGENCY DECLARATION DUE TO HOMELESSNESS

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

- b) **REQUEST FOR RECOMMENDATION:** LIQUOR LICENSE APPLICATION ASHORE HOTEL, 125 OCEANWAY (Change of ownership: New Owner Tiffany and Brady Turner)

- c) **REQUEST FOR APPROVAL:** TRAVEL AND EXPENSE REIMBURSEMENT POLICY, Zach Fleck

- d) **REQUEST FOR APPROVAL:** SELECTION OF COMPREHENSIVE PLAN REVIEW FIRM, Jeff Flory

- e) **REQUEST FOR APPOINTMENT: CITY ATTORNEY LEGAL SERVICES FIRM**  
**REQUEST FOR APPROVAL: CITY ATTORNEY LEGAL SERVICES AGREEMENT**
  - f) **REQUEST FOR APPROVAL: SELECTION OF DOWNTOWN MAINTENANCE DISTRICT  
“LITTER REMOVAL” FIRM**
  - g) **REQUEST FOR APPROVAL: CONSTRUCTION MANAGER|GENERAL CONTRACTOR  
SEASIDE POLICE DEPARTMENT & SEASIDE FIRE STATION SEISMIC REHABILITATION**
13. **COMMENTS FROM CITY STAFF**
  14. **COMMENTS FROM THE COUNCIL**
  15. **ADJOURNMENT**

Complete copies of the Current Council meeting Agenda, Packets, and Minutes can be viewed at:  
[www.cityofseaside.us](http://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.



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## PROCLAMATION

*Whereas*, February 1-28, 2023, has been designated Career and Technical Education Month<sup>®</sup> by the Association for Career and Technical Education; and

*Whereas*, career and technical education offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness; and

*Whereas*, students in career and technical education programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

*Whereas*, career and technical education at community colleges will prepare Oregonians to secure family wage jobs in the state's industries and workforce; and

*Whereas*, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with available careers in critical and growing CTE-related fields, including healthcare, energy, advanced manufacturing, cybersecurity and information technology; and

*Whereas*: career and technical education programs ensure that employers have access to a qualified and thriving workforce, ensuring Oregon has a strong and competitive economy;

**NOW, THEREFORE, I, Steve Wright, Mayor of the City of Seaside**, in the State of Oregon, do hereby proclaim February 1-28, 2023, as

## CAREER AND TECHNICAL EDUCATION MONTH

and encourage all citizens to become familiar with the services and benefits offered by the career and technical education programs at Clatsop Community College, and to support and participate in these programs to enhance their individual skills and productivity, and to help Oregon's economy thrive again.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 13th day of February, 2023.

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STEVE WRIGHT, MAYOR





# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## *PROCLAMATION*

**Whereas**, women between the ages 16-24 are more vulnerable to intimate partner violence, experiencing abuse at a rate almost triple the national average; and

**Whereas**, one in three adolescent girls in the United States is a victim of physical, emotional or verbal abuse from a dating partner, a figure that far exceeds victimization rates for other types of violence affecting youth; and

**Whereas**, thirty one percent of 2SLGBTQIA+ youth experience physical violence in dating relationships in contrast to six percent of heterosexual youth; and

**Whereas**, nearly 21% of female high school students and 13.4% of male high school students report being physically or sexually abused by a dating partner; and

**Whereas**, high school students who experience physical violence in a dating relationship are more likely to use drugs and alcohol, are at greater risk of suicide and are much more likely to carry patterns of abuse into future relationships; and

**Whereas**, young people victimized by a dating partner are more likely to engage in risky sexual behavior and unhealthy dieting behaviors and the experience may disrupt normal development of self-esteem and body image; and

**Whereas**, nearly half of teens who experience dating violence report that incidents of abuse took place in a school building or on school grounds; and

**Whereas**, only 33% of teens who are in an abusive relationship ever tell anyone about the abuse, and 81% of parents surveyed either believe teen dating violence is not an issue or admit they do not know if it is one; and

**Whereas**, by providing young people with education about healthy relationships and relationship skills and by changing attitudes that support violence, we recognize that dating violence can be prevented; and

**Whereas**, it is essential to raise community awareness and to provide training for teachers, counselors and school staff so that they may recognize when youth are exhibiting signs of dating violence; and

**Whereas**, the establishment of Teen Dating Violence Action and Prevention Month will benefit young people, their families, schools and communities regardless of socioeconomic status, gender, sexual orientation or ethnicity; and

**Whereas**, everyone has the right to a safe and healthy relationship and to be free from abuse.

*NOW, THEREFORE, I, Steve Wright, Mayor of the City of Seaside, proclaim February, 2023 as*

**TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH**

and encourage all Americans to work toward ending teen dating violence by empowering young people to develop healthier relationships, assisting victims in accessing the information and supportive services they need, creating better and more resources for young people in need, instituting effective intervention and prevention policies in schools and engaging in discussions with family members and peers to promote awareness and prevention of the quiet epidemic of teen dating violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 13<sup>TH</sup> day of February, 2023.



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STEVE WRIGHT, MAYOR

**CITY OF SEASIDE CITY COUNCIL AGENDA – MONDAY, JANUARY 23, 2023**

**CITY COUNCIL  
EXECUTIVE  
SESSION**

The City Council recessed into Executive Session at 2:00 PM, in accordance with ORS. 192.660 (2) (a) regarding the employment of a public officer, employee, staff member, or individual agent.

The City Council reconvened into regular session at 3:36 PM, there was no Council action and the executive session was adjourned.

**CITY COUNCIL  
WORKSESSION 5:00 PM**

**Convention Center Commission Interviews:**

Mayor Wright stated I'll call the, work session meeting together, to order. First order of business tonight is to interview a couple of possible appointees to the Convention Center Commission.

Convention Center Commission Interview 5:00 PM – Dana Phillips.

Convention Center Commission Interview 5:10 PM – Thomas Jensen.

**Discussion – Scope of Work and Review of the North Forty Property:**

Mayor Wright stated I believe the next item on our work session agenda, if I can get back there, is, somebody named Dale McDowell wants to talk to us about the North Forty property.

Dale McDowell, Public Works Director, stated I was a former resident of City of Seaside, for 20 years.

Spencer Kyle, City Manager, stated I wanted to schedule this, to me, this is a perfect work session agenda item. Dale's done a lot of work on the North Forty. Some brief history, that is property that we have acquired, correct me if I'm wrong, from the school district, from the county.

Mr. McDowell stated it was a reversionary clause from the school district back to the county.

Mr. Kyle stated back to the county. And then, to us, it can only be used for a park. Dale's been doing a lot of work. He's had a consultant come out and look at it and we wanted to enter into an agreement. However, I thought, let's take a timeout and let's have this discussion and make sure we're on the right page. Dale will be able to present what kind of his ideas for this consultant was, which was really just for the consultant to come back and bring some ideas. But there were some, direction given we want to make sure we're on the right page or do we need to take a further step back and have a bigger discussion, of bigger options before we go down the road. Dale may be right on to what we want to do, and if so, we're ready to enter into some agreements, but this is our opportunity before we get too far down the road. Are we going in the right direction? So enter

Councilor Morrissey stated in agreeance with whom.

Mr. McDowell stated this would be Cameron McCarthy. They're the same ones that designed Broadway field.

Mr. Kyle stated enter a negotiation, into a contract to design. Design our park. And part of it is, you know, there's lots of different uses. I think the ones that Dale's kind of proposing narrows it a little bit, but it's consistent with how it's been used and how, where we see the needs are. But let's make sure as a Council that this is in line with, your vision. With that, Dale.

Mr. McDowell presented the City Council with the Scope of Work and Review of the North Forty Property. The high lights of the presentation: North Forty proposed Sports Complex- Project understanding. Scope of work. Existing conditions and site analysis. Public engagement and preliminary design. Draft master plan for the site. Final review by City Council. Final master plan.

**Discussion of Future Agenda Items:**

Mayor Wright stated the meeting tonight is talking about a couple of specific, very specific things about, hazardous buildings and, remediation of that kind of thing. I don't think any of us are an expert on that. We're going to have to depend on our city staff to help us through that. All of that stuff was run by our current attorney though. On tonight's agenda, we have, two new ordinances, a revision of ordinances regarding, hazard.

Mr. Kyle stated I'll have to check with Jeff. I know he has worked with our current city attorney on many of related items, but I don't think the potential ordinances specifically have been. You want to come talk to us?

Jeff Flory, Community Development Director, stated the ordinances for tonight, one is, the Building Board of Appeals.

Mayor Wright stated that one I'm sure doesn't need to be, but the adoption that's ours on our own anyway.

Mr. Kyle stated now that I'm thinking about it. When we identified the issue, which is that we have an agreement with the county to enforce a specific code outside the city limits, but in our urban growth boundary.

That's a code we've never adopted. I did reach out specifically to Dan. I sent him an email, he called me back to talk about it and he said the strategy we're pursuing was what he would recommend.

Mr. Flory stated in the meeting tonight for the ordinance, I'll go over some of the history and we can talk about how things happened and why we're in the position we're in. And this is just, a clean way of cleaning it up. For now until we get a little further with our building official.

Mr. Kyle stated it's a bit of a stop gap to some other measures, but something that we can do, act on quickly and then come back with something else later.

To view the work session: [www.cityofseaside.us](http://www.cityofseaside.us) [YouTube Video](#)

**MINUTES SEASIDE CITY COUNCIL - (PUBLIC AND ELECTRONIC MEETING) JANUARY 23, 2023 6:00 PM**

**CALL TO ORDER** The Regular meeting of the Seaside City Council was called to order at 6:00 PM by Mayor Steve Wright.

**ROLL CALL** Mayor Wright asked Kim Jordan, City Recorder, to do the roll.

Present: Mayor Steve Wright; Councilors Steve Dillard, Tita Montero, David Posalski, Tom Horning, Randy Frank, and Seth Morrissey.

Absent: None

Also, Present: Spencer Kyle, City Manager; Jon Rahl, Assistant City Manager; Dave Ham, Seaside Police Chief; Joey Daniels, Seaside Fire Chief; Brian Owen, Seaside Convention Center General Manager; Jeff Flory, Community Development Director; Zach Fleck, Seaside Finance Director; and Kim Jordan, City Recorder.

**AGENDA** Mayor Wright stated I have a motion for the approval of the agenda.

Councilor Horning so moved, with a second from Councilor Morrissey; carried unanimously (Horning/Morrissey)

Mayor Wright stated that is Counselor Horning, and Counselor Morrissey. Any discussion?

**INTRODUCTION AND SWEARING IN POLICE OFFICER**

Mayor Wright stated we have a special opportunity tonight. Chief Ham.

Dave Ham, Seaside Police Chief, stated tonight I'm going to be swearing in and introducing you to Andrew Stewart, who's our, most recent hire. He's been here about, couple of weeks, really, I think today was his first day. Kind of really been really riding around with an officer, but, fills our last patrol position. Jared you met a month ago, and he will be taking off for the academy later in the year. We've got one scheduled for April and he's scheduled, Andrew's scheduled for, June class. We'll get them into our field training program and get them into DPSST for their state certification training and, finish training. I introduce, Andrew Stewart, our officer, if you'll come up for me please. Chief Ham swore in Seaside Police Officer Andrew Stewart.

**COMMENTS – PUBLIC**

Mayor Wright stated it's time in the agenda for public comments, members of the public may use this time to provide comment to the City Council on items that are not scheduled on this agenda for a public hearing or public comment. Speaking time is limited to three minutes. We have two that I know of, that provided, or requested to have time. Is Gina Mallough here? Come on up to the microphone and we have your address and phone number on the paper in front of us.

Gina Mallough, Seaside, stated I live in Stanley Acres recently we've left Stanley Acres, our water, I don't know if you call it a district or what, and we were put on yours, it happens to be double what ours was. And it's kind of shocking. Not this one that I just paid, but the one before was \$130. I've never paid more than \$50. That would've been, put it this way, it was 50% less and now it's double. And I was wondering if you could, see, I don't find this fair that it's, we get here's the price list of what you guys pay in city and outta city. It's only \$41.26 in city. I happen to be outside city and that starts at 82 52. I think that should really explain the whole thing. I'm hoping you can do something about it. I also found out there's no City Council member that represents Stanley Acres. We have no, I guess district or something.

Mayor Wright stated the main reason would be is that you're not in the city.

Ms. Mallough stated we're hoping to stay with out of the city, county. Normal prices not skyrocketing. New York City prices.

Councilor Montero stated well, the county doesn't, charge for, and doesn't do your water.



Ms. Mallough stated it did. Four months ago?

Mayor Wright stated there was a special district that, turned themselves basically over to the city. I would suggest, you present your, request to the city manager and, he will work with you. That is Mr. Kyle. He'll work with our public works director to, get you an answer. Well, if I remember right, you had your own water district and so you're outside of the city. And when they decided that they couldn't maintain that, again, they asked the city if the city would take it or we knew it would be a higher cost because of the existing infrastructure, but one of them would have to, comment on it. That's sort of what I remember from that meeting.

Ms. Mallough stated I have two houses right next door to me that are brand new and they're going to probably be in city rates and nobody's even lived in these places yet.

Mayor Wright stated Mr. Kyle can answer your questions.

Ms. Mallough stated it's just the wrong time. It's weird to do this. Everything going on in the country.

Mayor Wright stated we also had, Kerri Lambert with a request to speak again, I believe. Your address is on here, so you have three minutes.

Kerri Lambert, SDDA, stated I did pass out a letter to basically everyone up there, and I will be following up with an email and some pictures. I am representing the Seaside Downtown Development Association. Our board voted to write you the letter and, request that we have some additional cameras downtown. Replace the ones at Broadway and Columbia, as well as look into putting, cameras, security cameras into the parking garage off of Avenue 'A'. There's a lot of things that go on in there. We have two floors of, public parking. There, a lot of staff that works downtown and o owners, park there as well, it's really nice to have. However, there's a lot of entrances and exits into there. Traffic only goes counterclockwise, so you see a lot of people running in and out of there when they're just doing different things. Sometimes, you know, it's like, smoking pot, drinking, other times its dropping bottles off the, edges there to see how close they can get to pedestrians. We've had a few times where there's been explosions. I mean, which, okay that was a little fireworks I should say. There's just been a few different things. This summer some girls were attacked with, pepper spray. I know pretty sure that they were kind of involved. It wasn't just, they were randomly attacked, but people are able to kind of hide, run through shoplifters off of Broadway, duck through there, run right through off of Avenue A and down. So we've just like some more security cameras, just to kind of follow up, make people feel like we can actually do something about it, and then hopefully at least takes care of some of the activity that's going on in there. It won't be such a secure, safe place for, whoever wants to hang out and light off explosives if they know that there's a chance that they will have their face all over, you know, the internet or whatever. Some incidents besides what I listed, we've also had, people, dumping trash and household items from local and maybe other places, but we've definitely found some locals that were doing it. Some people have been hit, some people are getting, having drinks and stuff dumped on them which I don't know that cameras would actually do anything about, but it would just make people feel a little bit more secure. You know, in September, 2021, someone was, on Columbia shot into the Times. You know, luckily no one was hurt or anything, but just feels like maybe it's time to put some cameras in that area publicly, you know, publicly owned.

Councilor Montero stated I have a question about that. I believe that, parking structure is owned by WorldMart and that the city leases those two, floors. So might you be able to look at the lease between us and WorldMart to see who's responsible for what.

Mr. Kyle stated we can look at that, my understanding, Jon can probably correct me, is that there's a joint ownership and that we have an association that manages it, that we're probably a joint owner of.

Councilor Montero stated so then maybe review that and see.

Mayor Wright stated kind of agree, same thing. I would, let's direct the city manager to work with both police and public works, perhaps to figure out something to address this issue.

Mr. Kyle stated I'd say, my guess is that the reason they're coming tonight is as you go into your, priorities is, you know, there's some cost of this and, where does this land as a priority.

Ms. Lambert stated is one hundred percent why I'm here.

Mr. Kyle stated we will get input from our police department?

Ms. Lambert stated if I didn't say it very clearly, also just replace Broadway and Columbia and it sounds like actually something is being done about that already. The cameras that are there.

Mayor Wright stated you have anybody online that is registered. Anybody else in the audience? State your name and address.

Minerva Moulin, Seaside, stated I'm just here to make an announcement. We are opening a new nonprofit organizations called El Centro Northwest and we going to be serving the Hispanic community also. We are starting our new tax season for the Hispanic community next week.

Mayor Wright stated it's time for taxes already. Could you, leave some information with the City manager. Let us know if there's any way we can help support you. If there's no one else, we'll close public comments.

**CONFLICT**

Mayor Wright stated does any Councilors have a declaration of potential conflict of interest or an actual one?

No one on the Council declared a potential conflict of interest.

**CONSENT AGENDA**

Mayor Wright stated I have a motion to approve the consent agenda.

Councilor Frank so moved, with a second from Councilor Morrissey; carried unanimously. (Frank/Morrissey)

Mayor Wright stated Councilor Frank and Councilor Morrissey.

Consent Agenda: Payment of the Bills - \$200,189.07; and January 9, 2023, minutes approved.

**REPORTS AND PRESENTATIONS:**

Clatsop County Public Health Overdose Crisis:

Mayor Wright stated we have a special presentation from the Clatsop County Public Health about the public health overdose crisis from, Kathryn Crombie and Jenna King.

Kathryn Crombie, Substance Use Disorder Coordinator Clatsop County Public Health, stated thank you, everybody for having us today, especially, thank you Councilor Montero, for inviting us to come speak about this.

Jenna King, Harm Reduction Coordinator Clatsop County Public Health.

Ms. Crombie stated a little bit about what we're going to talk about today. We're going to talk about, some background about the, opioid epidemic. We're going to give you some, Oregon and, local Clatsop County data. We're going to talk about some, initiatives that Clatsop County Public Health is doing, and then looking at the future. Then we'll have time for questions and discussion.

The State of the Overdose Crisis Presentation high lights: Rise in Opioid Overdose deaths in America. Multi co-occurring issues. The changing overdose crisis. Unintentional and undetermined drug overdose deaths. Oregon, Fentanyl, Stimulants. Risk factors. The new category of victim. What's happening locally? Clatsop County – Percentage of accidental and undetermined overdose deaths, Clatsop County 2017-2020 and overdose death, Clatsop County 2017-2021. Clatsop County in 2022 – 2,030 doses of naloxone distributed by Clatsop County Public Health and 297 reported overdose reversals. Needs and looking ahead. Current and future initiatives. Questions?

Councilor Montero stated how involved is CODA with our county in the, harm reduction and this program? And do they report statistics to the county?

Ms. King stated like I said before in in the, our statistics that with the 2,300 life, one of our main goals is to have a more robust, and, better picture of what's going on in the community. We're working towards that, and that's going to include a lot of conversations to make sure that, we have a better idea of what's going on.

Councilor Montero stated you're reaching out to CODA.

Ms. King stated we are connecting and communicating with a lot of different organizations.

Mayor Wright stated I assume police and fire department. Do you guys have anything you'd like to add in here? You have the, Naloxone in the cars, in the patrol cars, in the, rescue equipment and all of that. Anything else that the city can do, I'm sure we're more than willing to. Let me just ask one question. You had that, one slide up that said there were 300 people that got one dose or multiple doses. Effectively you're saying there were 300 people that were saved by, having, this. And over the past four years prior to that, there were 40 people in total that died of an overdose. In one year you saved 300 people, you know, six, seven times more.

Councilor Montero stated I think the question is, are they unduplicated users? Were they 300 separate people or were there a lesser number? With some people being saved more than one time.

Mayor Wright stated that's probably part of the figuring out the numbers to figure out what's really true and what isn't. That's the problem with numbers.

Ms. King stated in the last five years, just harm reduction in, I mean, this has grown exponentially and with adding organizations who are also doing the same sort of work. We are really trying to capture that better. It was easier in the beginning where we were the one program and now it's expanded and we have a lot more help which is miraculous to say the least. That's definitely a part of that.

Councilor Montero stated I think that's an important statistic to know whether they are unduplicated users unique or, more than once for someone. I know having worked in healthcare for 30 years, that's a pretty standard data measure.

Ms. Crombie stated the issue with the Naloxone reversals is a lot of, I mean, it's just a difficult number to, get because people are just saving each other's lives, and not recording it, you know, it's not, it's tough. We don't know the full amount right now.

Council President Posalski stated a couple of data points that I was hoping to be able to maybe get an answer. There are a timeline where within two minutes, if they get the Naloxone, they have this much better chance than if they don't. Is it, I assume it's time critical. I just don't know what the typical time,

Ms. King stated a lot of these are recorded reversals that I have are from people who are using drugs. So typically they're with the person, that's overdosing. So the timing is fairly quick. It would be more critical if you just happened upon somebody who had potentially overdosed and not knowing the amount of time they've been unconscious.

Council President Posalski stated Joey, do you have any?

Joey Daniels, Seaside Fire Chief, stated for us, it's going to all relate to how much they've used in the past. If they've never had it before, they're going to trigger a lot faster. If they've had it before, we got to buy a little more time because their bodies used to it. And then what the dosage they took. Like they're talking about, we see a lot of mixed fentanyl, different opioids in there, and they're just a cocktail. So depending on how long strong the cocktail is or weak it is or whatever the method, they put in there. So some nasty stuff goes into these combination drugs like rainbow, fentanyl you'll hear about now.

Council President Posalski stated should I assume that a majority of these overdoses happen with other people around them?

Ms. King stated that would be the, data we're getting this data from, drug users.

Council President Posalski stated I guess my question was, if we threw Naloxone into every business, like we have emergency radios, we're probably not going to have that much of an effect because it's not going to be happening in the businesses, it's happening in people's homes or in their houseless situation or those type of situations?

Ms. Crombie stated we do know that about, I think it's like 70% of overdoses happen when a bystander is around, actually. So it is best practice to have Naloxone widely distributed, in case that happens, a bystander can just, you know, save somebody by giving Naloxone.

Ms. King stated and that's why one of our biggest goals, just the harm reduction program alone, is to get more community trainings and get more people comfortable in the case that they have to administer Naloxone.

Councilor Montero stated are you talking about something like, we are all taught CPR and different jobs are taught CPR. Are you talking about that kind of training that there's Naloxone training? Because most bystanders would know the first thing to do if they had a bottle of Naloxone in their hand.

Ms. Crombie stated and people actually, a lot of agencies are doing Naloxone training and CPR training in our county. Not necessarily in our county yet, but, that is also an emerging trend with agencies.

Mayor Wright stated well thank you for that very sobering, report. Thank you for the good work you guys are doing. We appreciate it. Anything to keep our, citizens safe.

To view the presentation: [www.cityofseaside.us](http://www.cityofseaside.us) [YouTube Video](#)

#### **CITY OF SEASIDE COMMITTEE, COMMISSION, AND BOARDS:**

##### **VACANCY – CONVENTION CENTER COMMISSION**

Mayor Wright stated we currently have one vacancy on the Convention Center Commission, and we have two applicants. We interviewed, two very qualified applicants. And because we have, two applicants, I'm going to ask for, each of you to participate in a roll call vote, and whichever applicant, gets the most will be appointed. Kim.

Councilor Morrisey stated do we need to appoint first before we vote?

Mayor Wright stated no the appointment will be by, roll call vote whoever gets the most. And we have, two applicants in alphabet order. They are Thomas Jensen and Dana Phillips. When Kim calls your name, simply, say one of those names.

Kim Jordan, City Recorder, stated you nominated them at the last meeting. Tonight is just appointment.

Roll call vote:

DILLARD	PHILLIPS
WRIGHT	PHILLIPS
MONTERO	JENSEN
POSALSKI	JENSEN
HORNING	PHILLIPS
FRANK	PHILLIPS
MORRISEY	PHILLIPS

Ms. Jordan stated two to five for Dana Phillips.

Mayor Wright stated Dana Phillips is appointed to the Convention Center Commission. Congratulations. We mentioned to both of you and, Thomas in particular. We want you to, keep applying and we will use you. We want volunteers. We love volunteers.

The Convention Center Commission term expiration for Dana Phillips is October 25, 2026.

(1 Vacancy – 2 Applications)

**VACANCY –**

**PLANNING COMMISSION** Mayor Wright stated a reminder, we still have one opening on the planning commission.

(1 Vacancy)

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

**ORDINANCE 2023-01**

**AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 31 BOARDS, COMMISSIONS, AND COMMITTEES**

Mayor Wright stated new business. We have, two ordinances on tonight. First one is Ordinance 2023-01. I see our Community Development Director, Jeff Flory, is going to tell us about it.

Jeff Flory, Community Development Director, stated thank you, Mayor and Council for having me in tonight to, to do some, code updates. This is our Building Board of Appeals, little known little used, board that, we do have here in the city. Currently it's consists of five members. All the terms have expired of any remaining members we have. So there is not, any current appointments for that board. What, staff is, requesting is to lower the membership of the board from five people to three people. And, the way the code is written, the, actual ordinance has a residency requirement that the member is a resident of the City of Seaside and staff is also asking to expand that to Clatsop County. We have a lot of qualified, potential applicants by either their education or their experience and their profession that do business here in Seaside, but don't live here. They live in other parts of Clatsop County. The board's typical function is as the appellate body for any decisions made by the building official. This could, come into play and, with importance, if there is a discrepancy between a contractor and our building official, the contractor now has relief as an appellate body to appeal a decision.

Mayor Wright stated are there any comments Councilors want to make before we open it for public comments?

Councilor Montero stated I think I'd like to make some comments about this. I am concerned about, saying that the people who sit on this board could live in Clatsop County means that we would have no requirement that at least a majority of people on this board would be Seaside residents.

Mayor Wright stated two out of three.

Councilor Montero stated that's what I would want. I also believe I would rather see five than three, in some of our other commissions, we allow members who do not live in Seaside to participate by virtue of either having, work in Seaside or own property in Seaside or own a business in Seaside. I would like to maybe see that kind of designation made because where you, make the, point that if we go outside the county, we have access to more, trained people and people with more knowledge. If we actually say that the majority must, live in Seaside, but we can have up to so many who work or own businesses or own properties that takes us as far as maybe even Portland, which gives us a whole other set of people to draw from in terms of expertise. As I was reading it, that was, those were the thoughts going through my head.

Council President Posalski stated I have a question about.

Spencer Kyle, City Manager, stated can I respond to one thing on Councilor Montero? One thing I will say is our other boards and committees have a function of representing our residents or the interest of our city. Really the only job for this board is to interpret the building code and whether or not, it kind of rule on the building officials interpretation code. And so there, should be no need for a person to be thinking about what does this do for my neighborhood, or how do I represent the city?

There's really not a tie to what we're asking them to do to a residency in the city. That's my only request is, we think we have had a difficult time staffing this and finding, experienced people in our community. That's one of the reasons we want to open it up and reduce the numbers, that's the main goal. That's my only concern with having eye component of residency is there should not be any reason that their residency is a part of, the code. So, for example, the building code allows you, if you can't meet the code, you can come up with an alternative that meets the intent of the code and is as good, code wise as what's required in the code. And so you need someone with expertise, an engineer or someone in construction that can agree or disagree that meets the code or not. I guess I say all that, that's one of our concerns is finding qualified people in our city. And to that there really shouldn't be any bearing of what they do to whether or not they're a resident of our city.

Council President Posalski stated my question on that, if they don't agree with this board on a decision, what is the next step that they could take?

Mr. Flory stated there's, a state building codes division.

Council President Posalski stated essentially the decision that the board is making is going to be predicated on what the state would rule on that particular thing, not necessarily what their neighbor does.

Mr. Flory stated and it'll be likely.

Councilor Montero stated the City Council is not the appellant board?

Mr. Flory stated that's correct. This, ordinance is pretty specific in the appointment of, these individuals. They have to be qualified by experience and training to pass upon matters pertaining to building construction. We're thinking of experienced contractors, design professionals, engineers, architects, and, opening up the residency requirement to Clatsop County, which opens us to more of the professionals that could serve on this board.

Councilor Frank stated but it sounds like, by changing this ordinance, we would actually be able to have this, board. And I think recently it's been hard to even attract people, to be on this. Is that right?

Mr. Flory stated that's, from what I understand historically, it's not an often used board, so it doesn't get appointments, that often.

Council President Posalski stated it's more of a technical board than a policy board.

Councilor Morrissey stated and how many people do you currently have on it?

Mr. Flory stated there's no members currently. All the, members, their terms have expired. But it's slated for five seats currently.

Councilor Montero stated I don't think it's in our ordinances.

Mr. Flory stated this is, yes. We are amending Chapter 31.

Councilor Montero stated this has been ignored for years.

Mayor Wright stated well we haven't had a use for it.

Mr. Kyle stated when was last time's it was used.

Ms. Jordan stated seven years ago or so. One time the 20 years I've been here.

Mr. Kyle stated it's hard to keep it staffed for, you know, put a lot of effort to appointed people and they participate if they can't show once in 20 years. And I think that's another reason why we're trying to just simplify, as much as possible.

Councilor Frank stated I like how it's written.

Mayor Wright stated I skipped the, public comments piece. Is there anybody that has a comment to make about this particular ordinance? Seeing none. I'll close the public comments. Any other council comments? I agree that, you know, that this, is not something, you know, let's say like the, the Convention Center Commissioner or Planning Commission even. This is things that are kind of, and particularly since you have to have, some real skill, the, other piece that we still appoint whoever gets put on this. We still have that control. If there's, if we see some kind of issue that might be there, then, you know, maybe we don't, select that person.

Councilor Frank made a motion to read Ordinance 2023-01 by title only, with a second from Council President Posalski; carried unanimously. (Frank/Posalski)

Mayor Wright stated this is Councilor Frank and Council President Posalski, any discussion about the motion?

Councilor Frank stated I would like to make another motion that,

Mayor Wright stated let's let him read it. He needs to read it.

Councilor Frank stated yeah, that's right, I'm jumping ahead.

Mr. Kyle read Ordinance 2023-01 by title only.

Councilor Frank made a motion to read by title only, Ordinance 2023-01 for a second reading, with a second from Council President Posalski; carried unanimously. (Frank/Posalski)

Mayor Wright stated again, Councilor Frank, Council President Posalski. Is there any discussion? We will bring that, back at the next Council meeting for possible, final vote.

Ms. Jordan stated he has to read it.

Mayor Wright stated I did it.

Mr. Kyle read Ordinance 2023-01 by title only.

**ORDINANCE 2023-02**

**AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 150 STANDARD CODES ADOPTED BY REFERENCE**

Mayor Wright stated and Mr. Flory's still there because we are going to talk about Ordinance 2023-02

Mr. Flory stated this one has a little bit more history we'll unpack just to get a good feel around what we're trying to accomplish here. In 1995, the Council entered into an agreement with Clatsop County on the, administration of ordinances and, codes within the urban growth boundary for properties that are not in the city limits. In 1996, Ordinance 9617 was passed amending that agreement, which lists the codes that, the City of Seaside will, enforce on those properties that are not in city limits, but within the urban growth boundary. One of those codes is the uniform code for the Abatement of Dangerous Buildings. In 2002, the city passed, what was it, ordinance 2002-01, this was an ordinance deleting Chapter 150.74 Dangerous Buildings and adopting a new chapter, Chapter 159, the, City of Seaside code for the Abatement of Dangerous Buildings, which is based on the uniform code for the abatement of dangerous buildings. That brings us to our current situation where at some point between 2002, and now we have not, we no longer have the uniform code for the abatement of dangerous buildings adopted. However, because of that 1996 ordinance, 9617 we're charged with enforcing that code within the urban growth boundary on properties that aren't in the city. With a discussion, I believe, the city manager had, with our, our current legal counsel, the cleanest way to address this is to have the Council adopt the uniform code for the abatement of Dangerous Buildings 1997 edition, which is the most current edition, so that it can be enforced within the urban growth boundary, on properties that are outside of the city limits.

Councilor Montero stated was this code written by the city or is it something, is it a state code that we're adopting?

Mr. Kyle stated the code you're adopting was put together by the, International Council of, is it building officials, um, the ICBO, in 1997. And that's gone through scrutiny, public comment, and lots of revision since its current adopted form. And this code is commonly adopted by municipalities and counties throughout Oregon and even locally here in Clatsop County. They all have this code adopted either the 94 version or the most current, the 1997 version.

Councilor Montero stated this is real picky and it's in the, current milieu. That is I would like to change one word, and that is on page 201.2 where it says the building official and his authorized personnel, I would like to change that word. Wherever his or he appears to their or them.

Council President Posalski stated is it valuable to change that for the purpose of us rewriting an entire code?

Councilor Montero stated we're not rewriting an entire code.

Council President Posalski stated we are, because we're just adopting an existing code without having to go through the legal ramifications of writing our own.

Councilor Montero stated well, when you write a code, you are saying this is the way the world is, and that makes the world of a building inspector having to be male.

Mr. Kyle stated can I comment on that? I, I think Counselor Montero's point out a good point, which is things have changed a lot since 1997 when that code was adopted. Our concern is that the code the city has adopted was taken from the international code and then modified for our purposes. And that's what we've adopted. We would need to go through a similar process to do this. However, our agreement with the county is to enforce the 1997 uniform code. So if we modify it, we are not able to enforce that. I see what you're saying in that area. Now we could go and update the code and work on a new, agreement with the county to do that. And that may not be, that may be a good idea. I will say that we are looking at whether or not we should adopt this code for within our city boundaries, not just in the urban growth area, urban growth boundary. That's maybe a discussion to have there. For as much as I agree with you, the one thing I will say is I always prefer to defer to we're adopting their code and there's some, we adopt our own code, there's some responsibility we're taking for the code itself, whereas I'd rather that's farm out to outside our organization. That being said, I'd recommend that we keep with just adopting their code and encourage them to update their language.

Councilor Montero stated that's why we ask the first question, is this ours or is it somebody else's? Because I can't see that we have the authority to, amend somebody else's. As an acknowledgement, is there a possibility that somewhere we can say that throughout our city documents, whenever the word, whenever the male pronouns are used, that we are, it's, I'm going to say basically unisex.

Mr. Kyle stated I'm sure we could write that into the ordinance that we pass saying we're passing, the city's adopting this, particular code by reference. And the city's intention is that any references that are, uh, gender specific, are inclusive of all genders or something along those lines. Yes. I, I think we could do that. So we're not necessarily changing their code, but our intent and our participation is clear.

Councilor Montero stated that would, satisfy me. Thank you.

Mayor Wright stated let me, open public comment for this discussion and see if there's anybody who wants to talk about it. If not, public comment's closed. Are there any other Council comments

Council President Posalski stated if we make that adjustment? Do we need to go back and rewrite the ordinance before we have a reading of it? Or is that something else?

Mr. Kyle stated that is a great question. As my history, come from, we don't do readings, we just adopt ordinances. And so the question is, can we have a first reading and make changes prior to a second or a third reading?

Councilor Montero stated what I remember is.

Mr. Kyle stated I'm getting a, I'm getting a nod from the others and I would say that seems,

Council President Posalski stated that seems odd because I think from before when we've made changes, we've had to go back to first reading. So we've decided not to in past.

Mr. Kyle stated the one thing I will say, it seems if the purpose of having multiple readings is multiple opportunities to get feedback on it, I would think that should give us an opportunity to make changes based on the input we're receiving. I'm going to turn it over to some people who have been.

Ms. Jordan stated let's use the camping ordinance for an example, Dan Van Thiel told you all that you had passed first, second, you were on third and final, so you had to redo, if you were going to amend it had to go back to first.

Mayor Wright stated any substandard changes.

Ms. Jordan stated you can amend it and bring it back because you haven't done the second and third and you haven't adopted it yet.

Councilor Montero stated but the difference is, is it a substantive amendment versus an explanatory amendment? And this is not a substantive amendment, this is an explanatory amendment.

Councilor Morrissey stated I don't like to make any changes because the purposes of us doing three readings is to give the public clearly what we're going to do and then we take time for them to review it. And if we're sitting here changing what we're doing on the third reading, then that's something that they haven't seen.

Ms. Jordan stated you can't on third reading.

Councilor Morrissey stated or even the second because that gives them time.

Ms. Jordan stated I suggest you do first reading, make your amendment, we bring it back next time and then that second meeting with your new amendment.

Mayor Wright stated or we just make, like you suggested a, blanket statement somewhere that, you know, any old ordinances like that, that still include that kind of language, are superseded by this statement.

Council President Posalski stated I don't know if there's another place we can do that to take care of the whole.

Mr. Kyle stated my suggestion would be

Mayor Wright stated because there's a lot of other places that I'm sure have that, and rather than fixing them one by one, unless it comes up, you're right. I would prefer just to leave it as is right now and go ahead and do the readings.

Mr. Kyle stated we could have a separate, I don't even know if it's an ordinance, a resolution. We'd have to look into it and, to clarify kind of the city's position on previous ordinances resolutions and, codes adopted by the city and, and make it blanket that way. And then also look at opportunities to change things as they come forward.

Councilor Frank stated so with this ordinance, it would allow us to deal with homes like the one on Fourth Avenue. It's been sitting there, burned out for months and months that of course everybody drives by and asks why it's still there. This would allow, give us teeth to deal with that.

Mr. Kyle stated that home is covered under the, code that we do have adopted, which is the Seaside code for the abatement of dangerous buildings. It's within the city limits. That one is being dealt with as per the provisions of that code. This one is for properties that are outside of the city limits, but within our urban growth boundary, we can start addressing some of the issues there with this code.

Councilor Morrisey stated is there a specific property you have in mind when bringing this to us right now?

Mr. Kyle stated there's a property on Wahanna that we are working through the abatement process with that, this could potentially, this is what we identified when we looked at our authority to, remedy that situation on that property. We recognized a gap, which needs to be fixed with this ordinance.

Councilor Morrisey moved that we read Ordinance 2023-02 by title only, with a second from Councilor Frank; carried unanimously. (Morrisey/Frank)

Mayor Wright stated Councilor Morrisey and Councilor Frank, are there any other comments? Discussion? Please read Ordinance 2023-02.

Mr. Kyle read Ordinance 2023-02 by title only.

Councilor Morrisey moved that we read Ordinance 2023-02 by title only, with a second from Councilor Frank; carried with Councilor Montero opposed (Morrisey/Frank)

Mayor Wright stated second Councilors Morrisey and Frank. Again, any discussion

Councilor Dillard stated according to what Kim just said, we have the opportunity to make a change if we don't read the second reading tonight. So I would be.

Mayor Wright stated questionable.

Councilor Dillard stated that's questionable. Are we losing anything by not reading the second reading tonight?

Councilor Montero stated what we're losing is public input.

Council President Posalski stated and the ability to enact at next meeting

Mayor Wright stated note that Councilor Montero voted no. Please read Ordinance 2023-02.

Mr. Kyle read Ordinance 2023-02 by title only.

Mayor Wright stated that will come before us at our next meeting. We

Councilor Montero stated and so at that point then I want to ask the question, what are we going to do about, removing gender specific?

Mr. Kyle stated I think what we can do is, look at, and I don't know what the right method is, whether it's an ordinance or resolution, that's something that staff can talk about. We'd prepare something to bring it back that refers to the intention of our City Council regarding any existing code ordinance resolution. I think for the purposes of not having to go back and readopt and rewrite everything we've passed, I agree with that in the past. I don't know what that is. I'm sure, there are other people that have done it before and we can figure it out. And there you go. We, may have some, some legal experts that we can get their opinion on.

Ms. Jordan stated I think recently there was information that you put in, your Council's guidelines and policies.

Mayor Wright stated come back with some options for us.

Councilor Montero stated you know, I'm not big on policies.

**COMMENTS –  
CITY STAFF  
AND OTHERS**

Mayor Wright stated we're down to the point of comments from our city staff and I don't think we have anybody from, outside city staff. They all decided to skip out. Community Development director, Flory, do you have anything else you'd like to add?

Mr. Flory stated not at this time.

Mayor Wright stated Public works.

Dale McDowell, Public Works Director, stated as you mentioned, some people left, they had some other things to do. So let's start with a convention center. I wanted to let you know we have a new board member, Ms. Dana Phillips. So glad to see her on board. The, visitor's bureau tonight.



We did receive all the new visitors' guides for this year, so we do have them at our shop. Ken Heman came over and helped assist with that today. And then on public works, Kerri left, I wanted to let her know about the camera grant that Anne has already got. And we're working with, different members of the community businesses downtown. Some of the areas that she spoke about or are in that letter we do not have covered because those are private property and or areas that we can't service. We've completed the generator, we moved the generator from up on Sunset Hills. It's no longer being used. We moved it out to Underhill Road. So the Necanicum Valley, it's now propane operated rather than, natural gas because we don't have natural gas out there, but that does all of the out of town, booster pumps for Highway 26. So that was finished on Friday. I mentioned a couple months ago, we had King Tides coming, thankfully enough, they didn't really materialize too much because there was no real storm behind them. Our storm slowed down prior to, this last weekend. And we also completed all of the exterior lighting in town. All of our street lights to LED. Matt Long finished that on Friday as well. So everything the city has out there is LED.

Mayor Wright stated looks good. That was a long project too, wasn't it?

Mr. McDowell stated it was a long project, refurbishing every single light. It was, it cost us about \$208 per lamp. And if I go buy that same lamp itself, it's \$1,800 now. So it's an enormous savings for the City of Seaside. So we're real pleased that was finished.

Mayor Wright stated Chief Ham. You are at full staff now.

Dave Ham, Seaside Police Chief, stated we're pretty excited. You know, the two are in training, we still don't get to use them in that capacity, however, it's, the bodies are there, so we're, we're happy to have them. February 5th is coming up. We'll be doing a, a short little ceremony in front of the police department to remember our friend Jason, died in 2016 and it's probably going to be very similar to some that we've done in the past. But if anybody's available and want to come by the PD, we'll get more details out there. I believe five o'clock is when we were planning this. Get back to you on that one for sure. But, usually we just do something for about 10 - 15 minutes and get some, community members, family, friends or whoever wants to show up. February 5th, seeing that.

Mayor Wright stated did you say fifth or sixth?

Chief Ham stated February 5th.

Mayor Wright stated Chief Daniels, you made it back from your other meeting.

Chief Daniels stated I didn't actually leave yet. They're still over there. We are hosting the Clatsop County Firefighters Association meeting tonight. All the county's over at the fire station. I think they're doing some taser training.

Councilor Wright stated you didn't want to do that.

Chief Daniels stated we have to pull them. We are, in the process of, getting the general hired for our seismic grants, a slow process, and I'll bring that to you the next Council meeting. So we're getting there. I think that we might not start until this summer, which doesn't really help with public safety buildings, but it will deal with it. Our apparatus that we, ordered last November year and a half ago, was supposed to be here in July, should hopefully be here in the next month. It's our four wheel drive timber wolf, explain more of that to you later as we get that piece of equipment. We'll be working on our training tower. That guy comes on Monday to meet with us to talk about a new training tower. There's a lot going on at the fire station, we'll bring towards you as we get into this process. I'm looking forward to all these fun projects.

Mayor Wright stated, Assistant City Manager, Jon.

Jon Rahl, Assistant City Manager, stated just two quick things and Spencer will elaborate on one of them, but, two positions, critical positions. All positions are critical. I shouldn't, but two leadership positions. I'll put it that way, that's better appropriate. Public Works director closes February 3rd and the library director position closes February 12th. We've seen applicants coming in for both those positions. And I'll let Spencer talk on Public Works director a little bit more. So that's all I have.

Mayor Wright stated thank you for dinner tonight, Kim. Have you got anything else? Well, it was, it was very much appreciated.

Mr. Kyle stated along with what, Jon mentioned, we are working on the recruitment for our Public Works director replacement. Not that we can replace Dale, but we will make do with what we can, and we will be creative and, see what we can do. But along those lines, kind of what I'm going to announce tonight and, something, that will be announced to our employees tomorrow during our, lunch is that, we're going to name, Mike Dimmick as our interim public work director. He's currently our water foreman and has quite a vast knowledge and experience in not just water, but all aspects of public works. And we're going to name him our interim director, at the end of this month, I guess the beginning of next month, while we continue with the recruitment process. We've been in talks with Dale of having him instead, having him take a step back, but maybe helping us on some projects, turn over the day-to-day running of the department to Mike, but have Dale continue to work on, projects, specifically, on a kind of a, part-time or as he wishes basis so he can ease into retirement, for a limited amount of time, while we, go through these other changes within the department.

And that'll give us a little bit of, an opportunity. So we appreciate Dale for being willing to do that and, for Mike to be able to step up on this. We'll, announce that to our employees, including the Public Works employees tomorrow at our luncheon. Along with that, for those who are able to attend, we do have our luncheon from 11:30 to 2:00 tomorrow? If you're only able to come for part of the time between 12 and 12:30 would be great. A couple other reminders are, I think you're all aware, but so everyone in the public is aware, we have our, goal setting retreat is coming up this weekend. We'll kick it off Friday evening with a dinner and a discussion on, what we expect to get out of, our retreat on Saturday. Jon and I had a good meeting with the facilitators this morning. They're looking forward to that. They have a good agenda. That will be, from six to whenever we're done, eight. If you get done at 7:30, I'm not going to hold you there. At nine o'clock we have a confirmation. We'll be at the high school, library on Saturday. We're looking forward to that. Hopefully you're, coming with ideas and, and the public is giving you some, great feedback. Couple of, I guess maybe one other thing I wanted to bring up something that Jon and I have been working on, and I think I've had some casual conversations with some of you about this, but, wanted to make sure there was an understanding with our whole Council. One of the things we're looking forward to in the city is hosting the League of Oregon City's conference in April, and we want to be putting our best foot forward and whatnot. And one of the things I've thought about is, we really want to, one of those things is, some nice gear for our Mayor and Council to represent the city. And so we do not have a great, template, if you will, for, for the, city when it comes to branding. Our visitor's bureau has some great branding. Our convention center has some great branding. What we have is our city logo, which is not easily duplicated on, say, a jacket or, or a shirt or something like that. The same firm that did the branding work for the, visitors bureau and for the convention center, we've got them, doing some work on some branding for the city itself that could be used on apparel, it could be used going forward, putting it on city vehicles, things that is consistent. You can see that there's a, that the convention center and the tourism bureau are maybe related to each other. They're not the same, but they're related. And we wanted to come up with something along those lines. And some of that is, I guess with the end goal of having something ready, as we kind of showcase our city in April. You'll see, some work sessions coming up, we're the people doing the work and will meet with us and get your feedback. And this will be something Council driven, but with the end goal of having, even if it's just an updated logo or something that we can put on some jackets or some shirts that, you can represent our city at our upcoming LOC meeting. Just a heads up on that. We're excited about it. Again, other uses will be city letterhead, email signatures, business cards, and all those kinds of things. Just, part of our efforts to, brand the city and, kind of, elevate our, I think our kind of, the professionalism of the city as a whole. Share that with you. I'll be looking forward to that at some upcoming meetings. If you have any questions, feel free to come and talk to me about it. The only other item I had, I think, Mayor you were going to address, are you going to address, letters to our dear Governor?

Councilor Morrisey stated I have that on my list as well.

Mr. Kyle stated I will not bring that up, as I'll let you the elected body bring that up. That's all I have for tonight.

**COMMENTS –  
COUNCIL**

Mayor Wright stated Steve.

Councilor Dillard stated again, welcome to Officer Stewart and welcome back Dana.

Mayor Wright stated Tom.

Councilor Horning stated well, I'm glad we didn't get flooded out by the, high tides and, that's always a relief and I'm hoping everybody's having a good new year.

Mayor Wright stated Randy?

Councilor Frank stated nice to have a fully staffed police station. It's been a long, time and I know you've worked hard at it, so it's nice. And, I think we're all thrilled to, hear that Dale will stick around and keep, everything in order and, work as he sees needed. That's great. I like the idea of, you know, just moving forward, maybe modernizing, I mean, we've done a lot with our infrastructure and I think, more and more we're going to see that cameras are going to be part of what we do. And so this mentioned tonight is just sort of a prod that we should, really consider that in key locations.

Mayor Wright stated Seth.

Councilor Morrisey stated Mr. Mayor, I don't want to steal your thunder.

Mayor Wright stated go ahead.

Councilor Morrisey stated as we discussed, Governor Kotek did declare a homeless state of emergency, which makes aid available, but unfortunately, we were left off the list as were all the coastal communities. I'm personally going to write a letter, but if we wanted to do something as a, Council or even wanted to reach out to the county or the governor, from what I can tell we're supposed to send a formal request, a letter of appeal to the Office of Emergency Management, and it says these letters are supposed to come from the county, but I think it would be wise for us to, as a city, say that we have a need and, request those funds as well. I'm going to put something together if we want to do it as a Council, I'm open to that as well.

Mayor Wright stated we actually had, email conversations with the county chair today, and he's more than willing, to have us write some kind of support letter. If you want to, be the lead on that, great. Any kind of state level work at that, we're going to try our best to make sure Salem does not forget North Coast of Oregon in particular, Seaside.

Councilor Morrisey stated one other thing I wanted to mention is the article stated that we have the highest rate of homelessness per capita in Clatsop County, and we were left off the list.

Mayor Wright stated along with most of the state, physically, you know, the actual area of the state you looked at the maps that came along with those articles. Somehow or another was mainly right in the center of the state where, you know, there's a lot of population obviously, but there's also a lot of money there already.

Mr. Kyle stated can I ask, do we want to do, sounds like we want something on behalf of the entire Council. Do we want to do that as a, is this a letter of endorsement to what the county's doing, or do we want to actually pass a resolution? I think there was some, I was copied on some of the emails and there was reference to possibly passing a resolution. I just wanted to put that out there and see which format the Council works. Does one feel like it carries more weight than the other? I don't know.

Mayor Wright stated I think the sooner we go with a letter would be better.

Mr. Kyle stated you can issue a letter a lot faster.

Mayor Wright stated doing a resolution would be great.

Councilor Montero stated the County Commission is going to do a resolution Wednesday night, and so the fastest we can get going is a letter endorsing their resolution, and then we could pass it on. If we want to do a separate resolution on top of that, I think we could. On Friday I sent email to, all the County Commission and Don Boone and obviously everybody here, saying what is going to be done. And I heard from Don Boone, they had started work on it. Leanne Thompson, was pushing for it. And so this is sort of the outcome. And then Steve, was in touch with Don Boone.

Councilor Morrisey stated to answer your questions, Spencer, I would advocate for both.

Mr. Kyle stated why don't, if you want to take a crack at a letter, that can be sent sooner. And then, as you pass it along to us, we can use the basis of that letter to put a resolution together and take some formal action at our next meeting,

Mayor Wright stated see what the resolution is they pass on Wednesday night and incorporate that wording.

Councilor Montero stated and what we might want to do is let the, commissioner and, Don Boone know that we are intending to do a letter of support and endorsement. So don't send this off without us.

Mayor Wright stated all the Councilors agree with that, I assume. See some nodding heads here. You have anything, Tita?

Councilor Montero stated we had a long day today. We did, and we got a lot done. And I really like having the work sessions. It's a wonderful time for us to sit and talk things out, talk it in public. People can see how we think, we can see how each other thinks. It's a public meeting, and I really think it's the way to go. So thank you so much for doing that. And, congratulations to our new, police officer and look forward to having a full house with the police department.

Mayor Wright stated now the president.

Council President Posalski stated I am continually impressed with the way that this body works together, is able to disagree, come back together with a decision, and to be able to move forward in unison, to be able to get things done for this city. And it is a fantastic group of people to work with and, have beside me to be able to move this city forward effectively. The mayor and I will be heading to the state capitol on Wednesday for the League of Oregon Cities, and I do know that the governor will be there as well as the Senate president and the house leaders, and both party leaders, and we will be bending some ears

Mayor Wright stated as best we can. I wanted to, make the public announcement. The Council already knows this, but, every, couple of years we announce, particularly if there's any new Councilors, Council liaison to each of our committees and commissions and boards that we have. These will stay the same. Randy will continue with the airport, and Tom will continue with Parks and Tita will continue with the library. They've done great work so far, and I assume they'll keep it up. And Seth is taking on the convention center and tourism, and Steve is taking on the community center. And, David is going to move from tourism to transportation to take place where I was at. They're a bunch of great people. And, if you haven't noticed, there is some work finally starting out here. It's not just cones and everything. We'll see how they progress and, you know, keep, let's hope that the weather holds up, that they can get all their work done. One thing that I will remind all of you, you get into your liaison jobs here, one meeting in of the two we have each month. I would like a really short report during this time of what your committee, commission, board did at the prior meeting. Doesn't have to be long. Just tell us, okay, here's the things we're working on, and if there's anything that they would like to come to the Council, you guys are the ones that are going to bring it.

I do want to thank the, Council and the staff too, because they're all involved in this. We had five hours on Friday, five hours today, and then there'll be another, about eight hours on Friday and Saturday. Thank you very much. We will really try not to keep that pace up. Recognize that, y'all have other things to be doing too. But thank you very much for, really getting in here and getting to work. Last Friday, the city department heads gave us their success stories for this past year and priorities that they see for this next year, many of which had a dollar sign attached, some of them didn't. And that will, help us, inform our upcoming goal setting on Friday and Saturday, as well as our budget when we start working on that with our new finance director back there. Anybody that's still watching this or reads, or listens or watches us later reach out, with potential, things you think we ought to be concentrating on, you still have four more days to get that into us. Keeping with the tradition, I've got a quote that has to do with goals. This is from Teddy Roosevelt. "Be practical as well as generous in your ideals. Keep your eyes on the stars, but remember to keep your feet on the ground." With that we're adjourned.

**ADJOURNMENT**

The regular meeting adjourned at 7:21 PM.

---

Kim Jordan, City Recorder

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STEVE WRIGHT, MAYOR



## Staff Report – City Council Meeting

Meeting Date: February 13, 2023  
Author: Kim Jordan, City Recorder  
Department: Business Office  
Subject: Commission and Committee Vacancies  
Type of Item: Discussion - Vacancies

---

### **Introduction:**

The Planning Commission has one vacancy and there were two applications received from Gretchen Stahmer, and Merlin Benjamin.

### **Background:**

The City relies upon volunteers to help advise the City Council relating to the operations, oversight and priorities of various programs and facilities. These committees, boards, and commissions regularly have vacancies that need to be filled.

### **Budget Impact:**

None

### **Department Review:**

The Planning Commission had one vacancy to fill and two applications have been received for City Council to review.

### **Alternatives:**

The City Council can choose nominate one or both applicants or choose to keep the vacancy open for additional applications.

### **Requested Action:**

Planning Commission Motions:

“I move to nominate Gretchen Stahmer and Merlin Benjamin for the Planning Commission.”

### **Attachments:**

1. Planning Commission information sheet, applications, and members list.

## **SEASIDE PLANNING COMMISSION**

**(Meetings are scheduled the first and third Tuesday of every month at 6:00 PM)**

The purpose of the Seaside Planning Commission is to recommend and make suggestions to the Council and to other public authorities concerning the laying out, widening, extending and locating of public thoroughfares, the parking of vehicles, the relief of traffic congestion, betterment of housing and sanitation conditions, and the establishment of districts for limiting the use, height, area, bulk and other characteristics of buildings and structures related to land development. The Planning Commission is to recommend to the Council and other public authorities plans for regulating the future growth, development and beautification of the city with respect to its public and private buildings and works, streets, parks, ground and vacant lots, and plans consistent with future growth and development of the city in order to secure to the city and its inhabitants sanitation, proper service of public utilities, including appropriate public incentives for overall energy conservation, and plans for shipping and transportation facilities.

The commission consists of seven members who are not officials or employees of the city and who will be appointed by the Mayor, subject to the approval of the City Council. A minimum of five members shall reside within the city limits; a maximum of two members may reside within the urban growth boundary, but outside the city limits. All members shall serve for a term of four years. A Planning Commissioner's term of office shall commence on the first day of November of the first year of his or her term.

No more than two members of the Commission may engage principally in the buying, selling or development of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, which engages principally in the buying, selling or developing of real estate for profit.

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

**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

NAME Stahmer, Gretchen PHONE 503-351-6955  
Last First

ADDRESS 450 9th Ave, Seaside, OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) PO Box 556, Seaside OR 97138

BUSINESS ADDRESS (IF APPLICABLE) \_\_\_\_\_

EMAIL ADDRESS gstahmer@gmail.com

LENGTH OF TIME IN SEASIDE 10 yrs ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION Partner/Director of Instructional Content and Curriculum Vernier Science Education

PAST OCCUPATIONS Director of Environmental Science (Vernier Science Education), Science teacher (Tigard-Tualatin School District)

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

List committee/commissions you are currently appointed to: none

List employment and volunteer activities, which may relate to service on committee/commissions:  
Business owner Vernier Science Education Oregon Master Naturalist  
Haystack Rock Intertidal Interpreter

List skills and special knowledge that you may have acquired from these activities:  
business management, employee relations, attention to detail, project management, natural resources knowledge and appreciation


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
Christine Vernier	employer (co-president)	cvernier@vernier.com	503-277-2299
John Wheeler	employer (CEO)	jwheeler@vernier.com	503-351-6955
Nanette La Du	colleague/friend	nladu12@gmail.com	503-349-5798

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 2/7/23 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

NAME BENJAMIN MERLIN (BEN) PHONE 949 / 212-1740  
Last First

ADDRESS 911 1ST AVE SEASIDE, OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) \_\_\_\_\_

BUSINESS ADDRESS (IF APPLICABLE) \_\_\_\_\_

EMAIL ADDRESS mlbenjamin64@gmail.com

LENGTH OF TIME IN SEASIDE 2 1/2 yrs ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION RETIRED

PAST OCCUPATIONS DISTRIBUTION AND PURCHASING MANAGER

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

List committee/commissions you are currently appointed to: NONE

List employment and volunteer activities, which may relate to service on committee/commissions:  
DISTRIBUTION MANAGER 15 YEARS BOARD OF DIRECTORS AT TEAR  
PURCHASING MANAGER 19 YEARS VOLUNTEER AT AMERICAN LEGION

List skills and special knowledge that you may have acquired from these activities:  
PLANNING, FORECASTING AND MANAGEMENT

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)

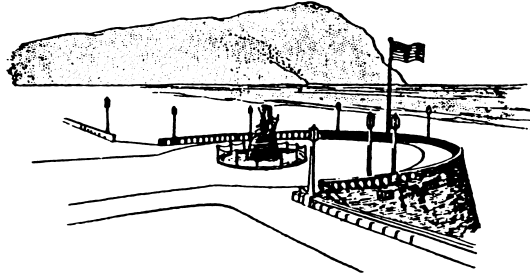
NAME	RELATIONSHIP	ADDRESS	PHONE
<u>LOU NEUBECKER</u>	<u>FRIEND</u>	<u>1859 BROADWAY SEASIDE</u>	<u>503-717-2269</u>
<u>JUDY MARSH</u>	<u>FRIEND</u>	<u>510 AMERICAN LEGION, SEASIDE</u>	<u>541-910-3210</u>
<u>BILL CARPENTER</u>	<u>FRIEND</u>	<u>1000 GRAND AVE, ASTORIA</u>	<u>503-440-4027</u>

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 7 FEB 2023 SIGNATURE Merlin Benjamin



# CITY OF SEASIDE



OREGON'S  
F A M O U S  
A L L - Y E A R  
R E S O R T

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

## PLANNING COMMISSION

Term of Office: 4 years

Number of Members: 7

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
ROBIN MONTERO*	2471 SUNSET BLVD.	206-852-1810	11/01/2023
LOUIS NEUBECKER	1859 BROADWAY	717-0153	11/01/2023
BRANDON KRAFT	760 S. EDGEWOOD ST.	503-984-2455	11/01/2024
KATHY KLECZEK**	2080 ALDERCREST	440-3232	11/01/2024
CHRISTOPHER ROSE	930 13 <sup>TH</sup> AVENUE	440-0764	11/01/2025
(VANCANCY) MORRISEY			11/01/2026
DON JOHNSON	1285 6 <sup>TH</sup> AVENUE	717-3746	11/01/2026

EX OFFICIO MEMBERS: MAYOR, CITY ATTORNEY, CITY MANAGER, CITY ENGINEER, CODE ENFORCEMENT OFFICER

\*CHAIR  
\*\*VICE CHAIR



## Staff Report – City Council

Meeting Date: February 13, 2023  
Author: Jeff Flory, Community Development Director  
Department: Community Development  
Subject: Building Board of Appeals  
Type of Item: Ordinance

---

### **Introduction:**

The City of Seaside Code of Ordinance provides for a Building Board of Appeals appointed by the City Council consisting of five (5) members who reside within the City of Seaside. This request is to lower the number of members of the board from five (5) to three (3) and expand the residency requirement to include persons who reside in Clatsop County.

### **Background:**

The Building Board of Appeals is appointed to hear and decide appeals of orders, decisions, or determinations made by the Building Official. The Uniform Code for the Abatement of Dangerous Buildings Section 501 provides an appeal process for decisions or actions taken by the Building Official in their duties enforcing the code. The Board is essential for this appellate process.

### **Budget Impact:**

There is no budget impact to the city.

### **Department Review:**

Currently, there is no Building Board of Appeals in place as the terms of the previous members have expired. This request will allow the City Council to consider a broader range of qualified applicants for appointment as staff is asking to amend the residency restriction to include all of Clatsop County. Many of the qualified subject matter experts who do business in Seaside are not residents of Seaside; however, they are residents of Clatsop County. This will allow for contractors, design professionals, engineers, or other qualified persons who conduct business within the city to participate in this appeals process.

Lowering the number of members from five (5) to three (3) will allow appointments to the board with fewer applicants. This will allow the city to maintain a Building Board of Appeals with fewer vacancies to fill in subsequent years.

### **Public Hearing:**

On January 23, 2023 the City Council held a public hearing on this amendment. No comments in support or in opposition were received. Staff has not received written comments regarding this ordinance.

After public comments, the council moved and passed first and second reading of this ordinance.

### **Requested Action:**

Staff recommends the council make the following motion:

“I move to read Ordinance 2023-01 by title only thus amending the Seaside Code of Ordinances Chapter 31, Section 31.020 BUILDING BOARD OF APPEALS.”

Should the council affirm a third and final reading, staff recommends the council move to adopt Ordinance 2023-01:

“I move to adopt Ordinance 2023-01.”

**Attachments:**

1. Ordinance 2023-01

**Staff and/or Key Contacts:**

Jerry Wade, Building Official

Jeff Flory, Community Development Director

**ORDINANCE NO. 2023-01**

**AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMMENDING  
CHAPTER 31 BOARDS, COMMISSIONS, AND COMMITTEES**

WHEREAS, the City of Seaside has a Building Board of Appeals made up of five members who are appointed by the City Council, and

WHEREAS, members of the Building Board of Appeals are bound by a residency requirement to live within the city limits, and

WHEREAS, expanding the residency requirement to include all of Clatsop County and lowering the number of members from five (5) to three (3) will make available subject matter experts who conduct business in Seaside for appointment to the Building Board of Appeals,

**NOW, THEREFORE, THE CITY OF SEASIDE ORDAINS AS FOLLOWS:**

**SECTION 1.** Chapter 31, Section 31.020 BUILDING BOARD OF APPEALS is hereby amended as follows:

**31.020 CREATED.**

- (A) As provided by ~~Section 204 of the State of Oregon Structural Specialty Code and Fire Life Safety Regulations~~ **Section 150.69 of the Seaside Code of Ordinances**, there shall be and is hereby created a Building Board of Appeals consisting of ~~five~~ **three** members who reside within **Clatsop County** ~~the city limits~~ and who are qualified by experience and training to pass upon matters pertaining to building construction.
- (B) The Building Board of Appeals is established in order to determine the suitability of alternate materials and methods of construction and to provide for reasonable interpretations of all city and state regulated building codes. (Ord. 85-39, passed 10-14-85)

**31.021 APPOINTMENT OF MEMBERS.**

The Building Board of Appeals shall be appointed by the City Council. Original appointments shall be as follows: one appointee for one year; ~~two~~ **one** appointees for two years; and ~~two~~ **one** appointees for three years. Thereafter, appointments shall be for a three-year period. The Mayor, with approval of the Council, may remove a member for cause deemed sufficient by the City Council. (Ord. 85-39, passed 10-14-85; Am. Ord. 95-45, passed 11-13-95)

**ADOPTED** by the City Council of the City of Seaside on this \_\_\_ day of \_\_\_\_\_, 2023, by the following roll call vote:

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

**SUBMITTED** to and **APPROVED** by the Mayor on this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
STEVE WRIGHT, MAYOR

ATTEST:

\_\_\_\_\_  
Spencer Kyle, City Manager



## Staff Report – City Council

Meeting Date: February 13, 2023  
Author: Jeff Flory, Community Development Director  
Department: Community Development  
Subject: Uniform Code for the Abatement of Dangerous Buildings  
Type of Item: Ordinance

---

### Introduction:

The Seaside Code of Ordinances Chapter 159 Abatement of Dangerous Buildings is the code used by staff to abate structures that have fallen into extreme disrepair or sustained damage to such extent they are no longer safe or habitable. This code applies to properties in the city limits of Seaside but not properties outside of the city but within the Urban Growth Boundary (UGB).

### Background:

The Seaside City Council passed Ordinance 2002-01 adopting the *City of Seaside Code for the Abatement of Dangerous Buildings* in February of 2002. This code is based on the ICBO's 1997 Uniform Code for the Abatement of Dangerous Buildings.

Ordinance 96-17 adopted by the council in June of 1996 provides for direction and responsibilities assigned to the City of Seaside for properties located within the UGB but outside the city limits. The city is responsible for enforcement of the provisions of the Comprehensive Plan, Zoning Ordinance, Sign Code, Subdivision Ordinance, the Uniform Code for the Abatement of Dangerous Buildings, Ordinances for the impounding and disposition of discarded vehicles, and Ordinances requiring the cutting and removal of noxious vegetation, tall grass, rubbish and debris. Ordinance 96-17 is specific in the codes that can be enforced within the UGB and the Seaside Code for the Abatement of Dangerous Buildings is not the approved code.

### Budget Impact:

There is no budget impact to the city.

### Department Review:

The City of Seaside does not currently have the 1997 Uniform Code for the Abatement of Dangerous Buildings adopted by reference. Ordinance 96-17 is specific in that the city is to enforce the Uniform Code for the Abatement of Dangerous buildings on properties within the UGB but outside the City Limits. This may cause enforcement issues if it is necessary for staff to abate a dangerous building within the UGB as we do not appear to have the appropriate code adopted.

The Uniform Code for the Abatement of Dangerous Buildings most recent revision was 1997. The code has gone through several iterations, revisions, public comment, and scrutiny. This code is commonly adopted by jurisdictions throughout Oregon including locally with Clatsop County and the cities of Astoria and Cannon Beach (1994 version).

### Public Hearing:

On January 23, 2023 the City Council held a public hearing on this ordinance. No comments in support or in opposition were received. Staff has not received written comments regarding this ordinance.

After public comments, the council moved and passed first and second reading of this ordinance.

**Requested Action:**

Staff recommends the council make the following motion:

“I move to read Ordinance 2023-02 by title only adopting the 1997 Uniform Code for the Abatement of Dangerous Buildings.”

Should the council affirm a third and final reading, staff recommends the council move to adopt Ordinance 2023-02:

“I move to adopt Ordinance 2023-02.”

**Attachments:**

1. Ordinance 2023-02
2. Ordinance 2002-01
3. Ordinance 96-17

**Staff and/or Key Contacts:**

Jerry Wade, Building Official

Genesee Dennis, Fire Marshal

Jeff Flory, Community Development Director

**ORDINANCE NO. 2023-02**

**AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMMENDING  
CHAPTER 150 STANDARD CODES ADOPTED BY REFERENCE**

WHEREAS, the City of Seaside is charged with enforcing the Uniform Code for the Abatement of Dangerous Buildings within the Urban Growth Boundary; and

WHEREAS, the City Council previously adopted the *Seaside Code for the Abatement of Dangerous Buildings* which is not enforceable for properties outside the limits of the City of Seaside but within the Urban Growth Boundary,

**NOW, THEREFORE, THE CITY OF SEASIDE ORDAINS AS FOLLOWS:**

**SECTION 1.** Chapter 150, STANDARD CODES ADOPTED BY REFERENCE is hereby amended as follows

The following codes are hereby adopted by reference and made a part of this code, the same as if set forth in full herein:

- (A) The 1997 edition of the *Uniform Housing Code*, as published by the International Conference of Building Officials.
- (B) The current edition of the *State of Oregon Structural Specialty Code and Fire and Life Safety Regulations*, and the 1997 *Uniform Building Code*, Appendix 33.
- (C) The current editions of the *State of Oregon Mechanical Specialty Code*.
- (D) The current edition of the *Oregon State Plumbing Specialty Code*, its standards and administrative rules.
- (E) The current edition of the *Oregon Residential Specialty Code*.
- (F) The *State of Oregon Administrative Rules*, Chapter 814, Division 23, for the placement of mobile homes, and Chapter 814, Division 28, mobile home parks.
- (G) *The 1997 Uniform Code for the Abatement of Dangerous Buildings as published by the International Conference of Building Officials for abatement of structures on properties outside the limits of the City of Seaside but within the Urban Growth Boundary.*

**ADOPTED** by the City Council of the City of Seaside on this \_\_\_ day of \_\_\_\_\_, 2023, by the following roll call vote:

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

**SUBMITTED** to and **APPROVED** by the Mayor on this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
STEVE WRIGHT, MAYOR

ATTEST:

\_\_\_\_\_  
Spencer Kyle, City Manager

## ORDINANCE NO. 2002-01

### AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, DELETING CHAPTER 150.74 OF THE SEASIDE CODE OF ORDINANCES AND ADOPTING CHAPTER 159 ABATEMENT OF DANGEROUS BUILDINGS

THE CITY OF SEASIDE ORDAINS AS FOLLOWS:

**SECTION 1.** A new Chapter 159. CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS IS HEREBY ADOPTED BY REFERENCE.

The document attached to Ordinance No. 2002-01 and entitled City of Seaside Code for the Abatement of Dangerous Buildings Ordinance No. 2002-01 is hereby incorporated by reference and made a part hereof the same as if set forth in full herein. Complete copies of the Code for the Abatement of Dangerous Buildings are on file at City Hall and are available for public inspection.

**SECTION 2.** Chapter 150.74 DANGEROUS BUILDINGS. is hereby deleted.

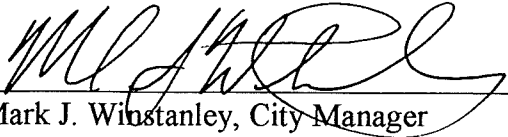
**ADOPTED** by the City Council of the City of Seaside on this 25<sup>th</sup> day of February, 2002, by the following roll call vote:

YEAS: Larson, Schafer, Johnson, Haller, Wysong, Baker-Monaghan, Lyons  
NAYS: None  
ABSTAIN: None  
ABSENT: None

**SUBMITTED** to and **APPROVED** by the Mayor on this 26<sup>th</sup> day of February, 2002.

  
ROSEMARY BAKER-MONAGHAN, MAYOR

ATTEST:

  
Mark J. Winstanley, City Manager



# CITY OF SEASIDE

## CODE FOR THE ABATEMENT OF

## DANGEROUS BUILDINGS

Adopted by Ordinance No. 2002-01, February 25, 2002, and  
Referenced in Chapter 159 of the Seaside  
Code of Ordinances

COMPILED FROM THE  
1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

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# CITY OF SEASIDE

## CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

COMPILED FROM THE 1997 UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS

### PREFACE

The provisions of this code were developed to afford the City of Seaside reasonable procedures for the classification and abatement of dangerous buildings.

This code is designed to be compatible with the *Uniform Building Code*. This *Code For The Abatement of Dangerous Buildings* is designed to apply to all types of buildings and structures. The notices, orders and appeals procedures specified have been found to be workable and are referenced by the *Uniform Building Code*.

If properly followed, the provisions of this code will provide the building official with the proper legal steps in abating dilapidated, defective buildings, which endanger life, health, property and public safety within concepts of fair plan and justice.

### Chapter 1

#### TITLE AND SCOPE

##### **SECTION 101 -- TITLE**

These regulations shall be known as the *City of Seaside Code For the Abatement of Dangerous Buildings*, will be cited as such, and will be referred to herein as "this code."

##### **SECTION 102 -- PURPOSE AND SCOPE**

**102.1 Purpose.** It is the purpose of this code to provide a just, equitable and practicable method, to be cumulative with and in addition to any other remedy provided by the Building Code or otherwise available by law, whereby buildings or structures which from any cause endanger the life, limb, health, property, safety or welfare of the general public or their occupants may be required to be repaired, vacated or demolished.

The purpose of this code is not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of this code.

**102.2 Scope.** The provisions of this code shall apply to all dangerous buildings, as herein defined, which are now in existence or which may hereafter become dangerous in this jurisdiction.

##### **SECTION 103 -- ALTERATIONS, ADDITIONS AND REPAIRS**

All buildings or structures, which are required to be repaired under the provisions of this code, shall be subject to the provisions the State Building Code.

### **Chapter 2**

#### **ENFORCEMENT**

##### **SECTION 201 -- GENERAL**

**201.1 Administration.** The building official is hereby authorized to enforce the provisions of this code.

The building official shall have the power to render interpretation of this code and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code.

**201.2 Inspection.** The building official and his "authorized personnel" are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this code.

**201.3 Right of Entry.** When it is necessary to make an inspection to enforce the provisions of this code, or when the building official or the building official's authorized representative has reasonable cause to believe that there exists in a building or upon a premises a condition which is contrary to or in violation of this code which makes the building or premises unsafe, dangerous or hazardous, the building official may enter the building or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such building or premises be occupied that credentials be presented to the occupant and entry requested. If such building or premises are unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If entry is refused, the building official shall have recourse to the remedies provided by law to secure entry.

## **SECTION 202 -- ABATEMENT OF DANGEROUS BUILDINGS**

All buildings or portions thereof which are determined after inspection by the building official to be dangerous as defined in this code are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedure specified in Section 401 of this code.

## **SECTION 203 -- VIOLATIONS**

It shall be unlawful for any person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this code.

## **SECTION 204 -- INSPECTION OF WORK**

All buildings or structures within the scope of this code and all construction or work for which a permit is required shall be subject to inspection by the building official in accordance with and in the manner provided by this code and Section 108 and 1701 of the Building Code.

## **SECTION 205 -- BUILDING BOARD OF APPEALS**

In order to hear and decide appeals of orders, decisions or determinations made by the building official relative to the application and interpretations of this code, there shall be and is hereby created the same as the procedure in Chapter 150.69 of the Building Regulations, City of Seaside Code of Ordinances.

## **Chapter 3**

### **DEFINITIONS**

#### **SECTION 301 -- GENERAL**

For the purpose of this code, certain terms, phrases, words and their derivatives shall be construed as specified in either this chapter or as specified in the Building Code or the Housing Code. Where terms are not defined, they shall have their ordinary accepted meanings within the context with which they are used. *Webster's Third New International Dictionary of the English Language. Unabridged, copyright*

1986, shall be construed as providing ordinary accepted meanings. Words used in the singular include the plural and the plural the singular. Words used in the masculine gender include the feminine and the feminine the masculine.

**BUILDING CODE** is the *Uniform Building Code* promulgated by the International Conference of Building Officials, as adopted by this jurisdiction.

**DANGEROUS BUILDING** is any building or structure deemed to be dangerous under the provisions of Section 302 of the code.

## SECTION 302 -- DANGEROUS BUILDING

For the purpose of this code, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be a dangerous building, provided that such conditions or defects exist to the extent that the life, health, property or safety of the public or its occupants are endangered.

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.
2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.
3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one half times the working stress or stresses allowed in the Building Code for new buildings of similar structure, purpose or location.
4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new building of similar structure, purpose or location.
5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.
6. Whenever any portion of the building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one half of that specified in the Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Building Code for such buildings.
7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.
8. Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay or inadequacy of its foundation; or (v) any other cause, is likely to partially or completely collapse.
9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one third of the base.
11. Whenever the building or structure, exclusive of the foundation, shows 33 percent or more damage or deterioration of its supporting member or members, or 50 percent damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.
12. Whenever the building structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants or criminals; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful acts.
13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations to this jurisdiction, as specified in the Building Code or of any law or ordinance of this state or jurisdiction relating to the condition, location or structure of buildings.
14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than 50 percent, or in any supporting part, member or portion less than 66 percent of the (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.  
  
Exception: Seismic strength requirements are to comply with the Federal Emergency Management Agency publication "FEMA-178", printed June 1992.
15. Whenever a building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise is determined by the building official or the State of Oregon's health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.
16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.
17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.
18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

## Chapter 4

### NOTICES AND ORDERS OF BUILDING OFFICIAL

#### SECTION 401 -- GENERAL

**401.1 Commencement of Proceedings.** When the building official has inspected or caused to be inspected any building and has found and determined that such building is a dangerous building, the building official shall commence proceedings to cause the repair, vacation or demolition of the building.

**401.2 Notice and Order.** The building official shall issue a notice and order directed to the recorded owner of the building. The notice and order shall contain.

1. The street address and a legal description sufficient for identification of the premises upon which the building is located.
2. A statement that the building official has found the building to be dangerous with a brief and concise description of the conditions found to render the building dangerous under the provisions of Section 302 of this code.
3. A statement of the action required to be taken as determined by the building official.
  - 3.1 If the building official has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefor and the work physically commenced within such time (not to exceed 60 days from the date of the order) and completed within such time as the building official shall determine is reasonable under all of the circumstances.
  - 3.2 If the building official has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the building official to be reasonable.
  - 3.3 If the building official has determined that the building or structure must be demolished, the order shall require that the building be vacated within such time as the building official shall determine is reasonable (not to exceed 60 days from the date of the order); that all required permits be secured therefor within 60 days from the date of the order; and that the demolition be completed within such a time as the building official shall determine is reasonable.
4. Statements advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the building official (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.
5. Statements advising (i) that any person having any record title or legal interest in the building may appeal from the notice and order or any action of the building official to the board of appeals, provided the appeal is made in writing as provided in this code and filed with the building official within 30 days from the date of service of such notice and order; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

**401.3 Service of Notice and Order.** The notice and order, and any amended or supplemental notice and order, shall be served upon the record owner and posted on the property; and one copy thereof shall be served on each of the following if known to the building official or disclosed from official public records:



the holder of any mortgage or deed of trust or other lien or encumbrance of record; the owner or holder of any lease of record; and the holder of any other estate or legal interest of record in or to the building or the land on which it is located. The failure of the building official to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other person duly served or relieve any such person from any duty or obligation imposed by the provisions of this section.

**401.4 Method of Service.** Service of the notice and order shall be made upon all persons entitled thereto either personally or by mailing a copy of such notice and order by certified mail, postage prepaid, return receipt requested, to each such person at their address as it appears on the last equalized assessment roll of the county or as known to the building official. If no address of any such person so appears or is known to the building official, then a copy of the notice and order shall be so mailed, addressed to such person, at the address of the building involved in the proceedings. The failure of any such person to receive such notice shall not affect the validity of any proceedings taken under this section. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

**401.5 Proof of Service.** Proof of service of the notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effecting service, declaring the time, date and manner in which service was made. The declaration, together with any receipt card returned in acknowledgment of receipt by certified mail shall be affixed to the copy of the notice and order retained by the building official.

## **SECTION 402 -- RECORDATION OF NOTICE AND ORDER**

If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the building official shall file in the office of the county recorder a certificate describing the property and certifying (i) that the building is a dangerous building and (ii) that the owner has been so notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the building official shall file a new certificate with the county recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

## **SECTION 403 -- REPAIR, VACATION AND DEMOLITION**

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation or demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:
  - 1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or
  - 1.2 The building shall be demolished at the option of the building owner; or
  - 1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.
2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb, property, or safety of the public or its occupants, it shall be ordered to be vacated.

**SECTION 404 -- NOTICE TO VACATE**

**404.1 Posting.** Every notice to vacate shall, in addition to being served as provided in Section 401.3, be posted at or upon each exit of the building and shall be in substantially the following form:

**DO NOT ENTER  
UNSAFE TO OCCUPY**

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official  
City of Seaside

**404.2 Compliance.** Whenever such notice is posted, the building official shall include a notification thereof in the notice and order issued under Section 401.2, reciting the emergency and specifying the conditions, which necessitate the posting. No person shall remain in or enter any building, which has been so posted, except that entry may be made to repair, demolish or remove such building under permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

**Chapter 5**

**APPEAL PROCEDURE**

**SECTION 501 -- GENERAL**

**501.1 Form of Appeal.** Any person entitled to service under Section 401.3 may appeal from any notice and order or any action of the building official under this code by filing at the office of the building official a written appeal containing:

1. A heading in the words: "Before the building board of appeals of the . . . . . of . . . . ."
2. A caption reading: "Appeal of . . . . .," giving the names of all appellants participating in the appeal.
3. A brief statement setting forth the legal interest of each of the appellants in the building or the land involved in the notice and order.
4. A brief statement in ordinary and concise language of the specific order or action protested, together with any material facts claimed to support the contentions of the appellant.
5. A brief statement in ordinary and concise language of the relief sought and the reasons why it is claimed the protested order or action should be reversed, modified or otherwise set aside.
6. The signatures of all parties named as appellants and their official mailing addresses.
7. The verification (by declaration under penalty of perjury) of at least one appellant as to the truth of the matters stated in the appeal.

The appeal shall be filed within 30 days from the date of the service of such order or action of the building official; provided, however, that if the building or structure is in such condition as to make it immediately dangerous to the life, limb, property or safety of the public or adjacent property and is ordered vacated and is posted in accordance with Section 404, such appeal shall be filed within 10 days from the date of the service of the notice and order of the building official.

**501.2 Processing of Appeal.** Upon receipt of any appeal filed pursuant to this section, the building official shall present copies to the members of the building board of appeals.

**501.3 Scheduling and Noticing Appeal for Hearing.** As soon as practicable after the members have received a copy of the written appeal, the building department, shall fix a date, time and place for the hearing of the appeal by the building board of appeals. Such date shall not be less than 10 days nor more than 60 days from the date the appeal was filed with the building official. Written notice of the time and place of the hearing shall be given at least 10 days prior to the date of the hearing to each appellant by the secretary of the board either by causing a copy of such notice to be delivered to the appellant personally or by mailing a copy thereof, postage prepaid, addressed to the appellant at the address shown on the appeal.

#### **SECTION 502 -- EFFECT OF FAILURE TO APPEAL**

Failure of any person to file an appeal in accordance with the provisions of Section 501 shall constitute a waiver of the right to an administrative hearing and adjudication of the notice and order or any portion thereof.

#### **SECTION 503 -- SCOPE OF HEARING ON APPEAL**

Only those matters or issues specifically raised by the appellant shall be considered in the hearing of the appeal.

#### **SECTION 504 -- STAYING OF ORDER UNDER APPEAL**

Except for vacation orders made pursuant to Section 404, enforcement of any notice and order of the building official issued under this code shall be stayed during the pendency of an appeal therefrom which is properly and timely filed.

### **Chapter 6**

#### **PROCEDURES FOR CONDUCT OF HEARING APPEALS**

##### **SECTION 601 -- GENERAL**

**601.1 Hearing Examiners.** The building board of appeals may appoint one or more hearing examiners or designate one or more of its members to serve as hearing examiners to conduct the hearings. The examiner hearing the case shall exercise all powers relating to the conduct of hearings until it is submitted to the building board of appeals for decision.

**601.2 Record.** A record of the entire proceedings shall be made by tape recording or by any other means of permanent recording determined to be appropriate by the building board of appeals.

**601.3 Reporting.** The proceedings at the hearing shall also be reported by a phonographic reporter if requested by any party thereto. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees shall be the responsibility of the appellant, but shall in no event be greater than the cost involved.

**601.4 Continuances.** The building board of appeals may grant continuances for good cause shown; however, when a hearing examiner has been assigned to such hearing, no continuances may be granted except by the examiner for good cause shown so long as the matter remains before the examiner.

**601.5 Oaths -- Certification.** In any proceedings under this chapter, the building board of appeals, any board member, or the hearing examiner has the power to administer oaths and affirmations and to certify to official acts.

**601.6 Reasonable Dispatch.** The building board of appeals and its representatives shall proceed with reasonable dispatch to conclude any matter before it. Due regard shall be shown for the convenience and necessity of any parties or their representatives.

#### **SECTION 602 -- FORM OF NOTICE OF HEARING**

The notice to appellant shall be substantially in the following form, but may include other information:

"You are hereby notified that a hearing will be held before (the building board of appeals or name of hearing examiner) at . . . . . on the . . . . . day of . . . . . 20. . . , at the hour . . . . . , upon the notice and order served upon you. You may be present at the hearing. You may be, but need not be, represented by counsel. You may present any relevant evidence and will be given full opportunity to cross-examine all witnesses testifying against you. You may request the issuance of subpoenas to compel the attendance of witnesses and the production of books, documents or other things by filing an affidavit therefor with (building board of appeals or name of hearing examiner)."

#### **SECTION 603 -- SUBPOENAS**

**603.1 Filing of Affidavit.** The building board of appeals or examiner may obtain the issuance and service of a subpoena for the attendance of witnesses or the production of other evidence at a hearing upon the request of a member of the board or upon the written demand of any party. The issuance and service of such subpoena shall be obtained upon the filing of an affidavit therefor which states the name and address of the proposed witness; specifies the exact things sought to be produced and the materiality thereof in detail to the issues involved; and states that the witness has the desired things in possession or under control. A subpoena need not be issued when the affidavit is defective in any particular.

**603.2 Cases Referred to Examiner.** In cases where a hearing is referred to an examiner, all subpoenas shall be obtained through the examiner.

**603.2 Penalties.** Any person who refuses without lawful excuse to attend any hearing or to produce material evidence which the person possesses or controls as required by any subpoena served upon such person as provided for herein shall be guilty of a misdemeanor.

#### **SECTION 604 -- CONDUCT OF HEARING**

**604.1 Rules.** Hearings need not be conducted according to the technical rules relating to evidence and witnesses.

**604.2 Oral Evidence.** Oral evidence shall be taken only on oath or affirmation.

**604.3 Hearsay Evidence.** Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions in courts of competent jurisdiction in this state.

**604.4 Admissibility of Evidence.** Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this state.

**604.5 Exclusion of Evidence.** Irrelevant and unduly repetitious evidence shall be excluded.

**604.6 Rights of Parties.** Each party shall have these rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing.
2. To introduce documentary and physical evidence.
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing.

4. To impeach any witness regardless of which party first called the witness to testify.
5. To rebut the evidence; and
6. To be represented by anyone who is lawfully permitted to do so.

#### **604.7 Official Notice**

**604.7.1 What may be noticed.** In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact that may be judicially noticed by the courts of this state or of official records of the building board of appeals or departments and ordinances of the city or rules and regulations of the building board of appeals.

**604.7.2 Parties to be notified.** Parties present at the hearing shall be informed of the matters to be noticed, and these matters shall be noted in the record, referred to therein, or appended thereto.

**604.7.3 Opportunity to refute.** Parties present at the hearing shall be given a reasonable opportunity, on request, to refute the officially noticed matters by evidence or by written or oral presentation of authority, the manner of such refutation to be determined by the building board of appeals or hearing examiner.

**604.7.4 Inspection of the premises.** The building board of appeals or the hearing examiner may inspect any building or premises involved in the appeal during the course of the hearing, provided that (i) notice of such inspection shall be given to the parties before the inspection is made, (ii) the parties are given an opportunity to be present during the inspection, and (iii) the building board of appeals or the hearing examiner shall state for the record upon completion of the inspection the material facts observed and the conclusions drawn therefrom. Each party then shall have a right to rebut or explain the matters so stated by the board or hearing examiner

#### **SECTION 605 -- METHOD AND FORM OF DECISION**

**605.1 Hearing before the Building Board of Appeals Itself.** When a contested case is heard before the building board of appeals itself, a member thereof who did not hear the evidence or has not read the entire record of the proceedings shall not vote on or take part in the decision.

**605.2 Hearing before Examiner.** If a contested case is heard by a hearing examiner alone, the examiner shall within a reasonable time (not to exceed 90 days from the date the hearing is closed) submit a written report to the building board of appeals. Such report shall contain a brief summary of the evidence considered and state the examiner's findings, conclusions and recommendations. The report also shall contain a proposed decision in such form that it may be adopted by the board as its decision in the case. All examiners reports filed with the building board of appeals shall be matters of public record. A copy of each such report and proposed decision shall be mailed to each party of the date they are filed with the building board of appeals.

**605.3 Consideration of Report by the Building Board of Appeals -- Notice.** The building board of appeals shall fix the time, date and place to consider the examiner's report and proposed decision. Notice thereof shall be mailed to each interested party not less than five days prior to the date fixed, unless it is otherwise stipulated by all of the parties.

**605.4 Exceptions to Report.** Not later than two days before the date set to consider the report, any party may file written exceptions to any part of all of the examiner's report and may attach thereto a proposed decision together with written argument in support of such decision. By leave of the building board of appeals, any party may present oral argument to the board.

**605.5 Disposition by the Building Board of Appeals.** The building board of appeals may adopt or reject the proposed decision in its entirety, or may modify the proposed decision.

**605.6 Proposed Decision Not Adopted.** If the proposed decision is not adopted as provided in Section 605.5, the building board of appeals may decide the case upon the entire record before it, with or without taking additional evidence, or may refer the case to the same or another hearing examiner to take additional evidence. If the case is reassigned to a hearing examiner, the examiner shall prepare a report and proposed decision as provided in Section 605.2 hereof after any additional evidence is submitted. Consideration of such proposed decision by the building board of appeals shall comply with the provisions of this section.

**605.7 Form of Decision.** The decision shall be in writing and shall contain findings of fact, a determination of the issues presented, and the requirements to be complied with. A copy of the decision shall be delivered to the appellant personally or sent by certified mail, postage prepaid, return receipt requested.

**605.8 Effective Date of Decision.** The effective date of the decision shall be as stated therein.

## Chapter 7

### ENFORCEMENT OF THE ORDER OF THE BUILDING OFFICIAL OR THE BUILDING BOARD OF APPEALS

#### SECTION 701 -- COMPLIANCE

**701.1 General.** After any order of the building official or the building board of appeals made pursuant to this code shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a misdemeanor.

**701.2 Failure to Obey Order.** If, after any order of the building official or the building board of appeals made pursuant to this code has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the building official may (i) cause such person to be prosecuted under Section 701.1 or (ii) institute any appropriate action to abate such building as a public nuisance.

**701.3 Failure to Commence Work.** Whenever the required repair or demolition is not commenced within 30 days after any final notice and order issued under this code becomes effective.

1. The building official shall cause the building described in such notice and order to be vacated by posting at each entrance thereto a notice reading:

**DANGEROUS BUILDING  
DO NOT OCCUPY**

It is a misdemeanor to occupy this building, or to remove or deface this notice.

Building Official

City of Seaside

2. No person shall occupy any building, which has been posted or specified in this section. No person shall remove or deface any such notice so posted until the repairs, demolition or removal ordered by the building official have been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.
3. The building official may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building dangerous as set forth in the notice and order; or, if the notice and order required demolition, to cause the

building to be sold and demolished or demolished and the materials, rubble and debris therefrom removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner hereinafter provided in this code. Any surplus realized from the sale of any such building, or from the demolition thereof, over and above the cost of demolition and of cleaning the lot, shall be paid over to the person or persons lawfully entitled thereto.

#### **SECTION 702 -- EXTENSION OF TIME TO PERFORM WORK**

Upon receipt of an application from the person required to conform to the order and by agreement of such person to comply with the order if allowed additional time, the building official may grant an extension of time, not to exceed an additional 120 days, within which to complete said repair, rehabilitation or demolition, if the building official determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The building official's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order

#### **SECTION 703 -- INTERFERENCE WITH REPAIR OR DEMOLITION WORK PROHIBITED**

No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of this jurisdiction or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated or demolished under the provisions of this code; or with any person to whom such building has been lawfully sold pursuant to the provisions of this code, whenever such officer, employee, contractor or authorized representative of this jurisdiction, person having an interest or estate in such building or structure, or purchases is engaged in the work of repairing, vacating and repairing, or demolishing any such building, pursuant to the provisions of this code, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this code.

### **Chapter 8**

#### **PERFORMANCE OF WORK OF REPAIR OR DEMOLITION**

##### **SECTION 801 -- GENERAL**

**801.1 Procedure.** When any work of repair or demolition is to be done pursuant to Section 701.3, Item 3, of this code, the building official shall issue an order therefor and the work shall be accomplished by personnel of this jurisdiction or by private contract under the direction of said building official. Plans and specifications therefor may be prepared by said director, or the director may employ such architectural and engineering assistance on a contract basis as deemed reasonable necessary. If any part of the work is to be accomplished by private contract, standard public works contractual procedures shall be followed.

**801.2 Costs.** The cost of such work shall be paid from the repair and demolition account, and may be made a special assessment against the property involved, or may be made a personal obligation of the property owner, whichever the city council of this jurisdiction shall determine is appropriate.

##### **SECTION 802 -- REPAIR AND DEMOLITION ACCOUNT**

**802.1 General.** The city council of this jurisdiction shall establish a special account to be designated as the repair and demolition account. Payments shall be made out of said account upon the demand of the building official to defray the costs and expenses which may be incurred by this jurisdiction in doing or causing to be done the necessary work of repair or demolition of dangerous buildings.

**802.2 Maintenance of Account.** The city council may at any time transfer to the repair and demolition account, out of any money in the community development fund of this jurisdiction, such sums as it may deem necessary in order to expedite the performance of the work of repair or demolition, and any sum so transferred shall be deemed a loan to the repair and demolition account and shall be repaid out of the proceeds of the collections hereinafter provided for. All accounts collected under the proceedings hereinafter provided for shall be paid to the treasurer of this jurisdiction who shall credit the same to the repair and demolition account.

## Chapter 9

### RECOVERY OF COST OF REPAIR OR DEMOLITION

#### SECTION 901 -- ACCOUNT OF EXPENSE, FILING OF REPORT

The building official shall keep an itemized account of the expense incurred by this jurisdiction in the repair or demolition of any building done pursuant to the provisions of Section 701.3, Item 3, of this code. Upon the completion of the work of repair or demolition, said official shall prepare and file with the clerk of this jurisdiction a report specifying the work done, the itemized and total cost of the work, a description of the real property upon which the building or structure is or was located, and the names and addresses of the persons entitled to notice pursuant to Section 401.3.

#### SECTION 902 -- NOTICE OF HEARING

Upon receipt of said report, the clerk of this jurisdiction shall present it to the city council of this jurisdiction for consideration. The city council of this jurisdiction shall fix a time, date and place for hearing said report and any protests or objections thereto. The clerk of this jurisdiction shall cause notice of said hearing to be posted upon the property involved, published once in a newspaper of general circulation in this jurisdiction, and served by certified mail, postage prepaid, addressed to the owner of the property as the owner's name and address appears on the last equalized assessment roll of the county, if such so appears, or as known to the clerk. Such notice shall be given at least 10 days prior to the date set for the hearing and shall specify the day, hour and place when the city council will hear and pass upon the building official's report, together with any objections or protests which may be filed as hereinafter provided by any person interested in or affected by the proposed charge.

#### SECTION 903 - PROTESTS AND OBJECTIONS

Any person interested in or affected by the proposed charge may file written protests or objections with the clerk of this jurisdiction at any time prior to the time set for the hearing on the report of the building official. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The clerk of this jurisdiction shall endorse on every such protest or objection the date of receipt. The clerk shall present such protests or objections to the city council of this jurisdiction at the time set for the hearing, and no other protests or objects shall be considered.

#### SECTION 904 -- HEARING OF PROTESTS

Upon the day and hour fixed for the hearing, the city council of this jurisdiction shall hear and pass upon the report of the building official together with any such objections or protests. The city council may make such revision, correction or modification in the report or the charge as it may deem just; and when the city council is satisfied with the correctness of the charge, the report (as submitted or as revised, corrected or modified) together with the charge, shall be confirmed or rejected. The decision of the city council of this jurisdiction, on the report and the charge and on all protests or objections, shall be final and conclusive.



## **SECTION 905 -- PERSONAL OBLIGATION OR SPECIAL ASSESSMENT**

**905.1 General.** The city council of this jurisdiction may thereupon order that said charge shall be made a personal obligation of the property owner or assess said charge against the property involved.

**905.2 Personal Obligation.** If the city council of this jurisdiction orders that the charge shall be a personal obligation of the property owner, it shall direct the attorney for this jurisdiction to collect the same on behalf of this jurisdiction by use of all appropriate legal remedies.

**905.3 Special Assessment.** If the city council of this jurisdiction orders that the charge shall be assessed against the property, it shall confirm the assessment, cause the same to be recorded on the assessment roll, and thereafter said assessment shall constitute a special assessment against and a lien upon the property.

## **SECTION 906 -- CONTEST**

The validity of any assessment made under the provisions of this chapter shall not be contested in any action or proceeding unless the same is commenced within 30 days after the assessment is placed upon the assessment roll as provided herein. Any appeal from a final judgment in such action or proceeding must be perfected within 30 days after the entry of such judgment.

## **SECTION 907 -- AUTHORITY FOR INSTALLMENT PAYMENT OF ASSESSMENTS WITH INTEREST**

The city council of this jurisdiction, in its discretion, may determine that assessments in amounts of \$500.00 or more shall be payable in not to exceed five equal annual installments. The city council's determination to allow payment of such assessments in installments, the number of installments, whether they shall bear interest, and the rate thereof shall be by a resolution adopted prior to the confirmation of the assessment.

## **SECTION 908 -- LIEN OF ASSESSMENT**

**908.1 Priority.** Immediately upon its being placed on the assessment roll, the assessment shall be deemed to be complete, the several amounts assessed shall be payable, and the assessments shall be liens against the lots or parcels of land assessed, respectively. The lien shall be subordinate to all existing special assessment liens previously imposed upon the same property and shall be paramount to all other liens except for state, county and property taxes with which it shall be upon parity. The lien shall continue until the assessment and all interest due and payable thereon are paid.

**908.2 Interest.** All such assessments remaining unpaid after 30 days from the date of recording on the assessment roll shall become delinquent and shall bear interest at the rate of 7 percent per annum from and after said date.

## **SECTION 909 -- REPORT TO ASSESSOR AND TAX COLLECTOR: ADDITION OF ASSESSMENT TO TAX BILL**

After confirmation of the report, certified copies of the assessment shall be given to the assessor and tax collector for this jurisdiction, who shall add the amount of the assessment to the next regular tax bill levied against the parcel for municipal purposes

## **SECTION 910 -- FILING COPY OF REPORT WITH COUNTY AUDITOR**

If the county assessor and the county tax collector assess property and collect taxes for this jurisdiction, a certified copy of the assessment shall be filed with the county auditor on or before August 10. The descriptions of the parcels reported shall be those used for the same parcels on the county assessor's map books for the current year.

**SECTION 911 -- COLLECTION OF ASSESSMENT: PENALTIES FOR FORECLOSURE**

The amount of the assessment shall be collected at the same time and in the same manner as ordinary property taxes are collected and shall be subject to the same penalties and procedure and sale in case of delinquency as provided for ordinary property taxes.

**SECTION 912 -- REPAYMENT OF REPAIR AND DEMOLITION ACCOUNT**

All money recovered by payment of the charge or assessment or from the sale of the property at foreclosure sale shall be paid to the treasurer of this jurisdiction, who shall credit the same to the repair and demolition account.

# ORDINANCE NO. 96-17

## AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING ORD. NO. 95-48, THE URBAN GROWTH BOUNDARY AREA JOINT MANAGEMENT AGREEMENT

WHEREAS, the Planning Commission conducted a public hearing on the Urban Growth Boundary Area Joint Management Agreement amendment, and recommends to the City Council that the amendment be approved; and

WHEREAS, the City Council conducted a public hearing on May 13, 1996, on the amendment and determined that the proposed amendment conforms to City Ordinances.

NOW, THEREFORE, THE CITY OF SEASIDE ORDAINS AS FOLLOWS:

**SECTION 1.** Amend Section 5. (6) to read:

The City shall be responsible for the enforcement of the provisions of the Comprehensive Plan, Zoning Ordinance, Sign Code, Road systems Development Fee, Subdivision Ordinance, and Building Code Enforcement. The Uniform Code for the Abatement of Dangerous Buildings, Ordinances defining nuisances, providing for their abatement and providing penalties, Ordinances for the impounding and disposition of discarded vehicles, and Ordinances requiring the cutting and removal of noxious vegetation, tall grass, rubbish and debris.

ADOPTED by the City Council of the City of Seaside on this 10th day of June, 1996, by the following roll call vote:

YEAS:	BAKER-MONAGHAN, VERNOR, BOUCHARD, HAYWARD, BATCHELDER, RAY, WYSONG
NAYS:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

SUBMITTED to and APPROVED by the Mayor on this 11th day of June, 1996.

  
\_\_\_\_\_  
OLIVER VERNOR, MAYOR

ATTEST:

  
\_\_\_\_\_  
Mark J. Winstanley, City Auditor

URBAN GROWTH BOUNDARY AREA JOINT MANAGEMENT AGREEMENT

CITY OF SEASIDE AND CLATSOP COUNTY

SECTION 1. INTRODUCTION

1. The parties to the Joint Management Agreement shall be the City of Seaside, Oregon, hereinafter referred to as "the City," and Clatsop County, Oregon, hereinafter referred to as "the County."
2. The terms of the Joint Management Agreement shall be applicable to the City's Urban Growth Boundary Area. For the purposes of this Agreement, the Urban Growth Boundary Area shall be defined as that area of land extending from the City's corporate limits to the City's Urban Growth Boundary as referenced and mapped in the City Comprehensive Plan, and hereby incorporated into and made a part of this document.

SECTION 2. DEFINITIONS

Words and phrases used in this joint agreement and not defined herein shall be construed in accordance with ORS Chapter 92, 197, 215 and 227, and applicable Oregon Statewide Planning Goals unless otherwise specified. In the event two or more definitions are provided for a single word or phrase, the most restrictive definition shall be utilized in construing this Agreement.

1. Development Permit: A permit issued for a type of use which is permitted in a particular zone if it is able to meet specified standards and criteria.
2. Land Use Actions: Land use actions consist of the discretionary approval of a proposed development of land as defined by ORS 197.015 (10).
3. Review Use: A use, and accessory uses, permitted when reviewed and approved by the Planning Commission.
4. Urban Area: Those lands which lie within the designated Urban Growth Boundary, either within or without the City.
5. Urban Growth Area: That portion of the Urban Area which is outside of the incorporated limits of the City.
6. Urban Growth Boundary: The line drawn around the Urban Area which separates rural from urbanizable land, as identified within the Comprehensive Plan for the City.
7. Urbanizable Land: Urbanizable lands are those lands within the Urban Growth Boundary which are identified and (1) determined to be necessary and suitable for future urban area; (2) can be served by public facilities and services; (3) are needed for the expansion of an urban area.

SECTION 3. INTENT OF AGREEMENT

1. The provisions of this agreement shall establish the procedure for review and action on Comprehensive Plan amendments, implementing Ordinance amendments, land use actions, land use enforcement actions and other related matters.
2. The City of Seaside Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance and Sign Ordinance shall provide the criteria for revising and acting on proposed land use actions in the urban growth area.

**SECTION 4. APPLICABLE DOCUMENTS**

1. *The City of Seaside Comprehensive Plan shall serve as the Comprehensive Plan for the urban growth area*
2. *The City of Seaside Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance and Sign Ordinance shall provide the criteria for revising and acting on proposed land use actions in the urban growth area.*

**SECTION 5. LAND USE REGULATORY PROCEDURES**

*The City shall serve as the lead agency for all development requests within the urban growth area. The following procedures shall be followed:*

1. *Land use actions shall be processed according to the following procedures:*
  - (a) *All applications shall be submitted to the City and shall be on forms provided by the City.*
  - (b) *Upon receipt of a complete application, the City shall notify the County Department of Planning and Development of the hearing date at which the matter will be considered.*
  - (c) *The application shall be reviewed by the City Planning Commission as provided for in the City Zoning Ordinance, City Subdivision Ordinance, and/or City Sign Ordinance.*
  - (d) *The City shall notify the County Department of Planning and Development of the decision of the City Planning Commission within five (5) working days of the decision.*
  - (e) *When notice is required to property owners, all property owners within the required distance will be notified without consideration as to whether or not they are in the City limits.*
  - (f) *The decision of the City Planning Commission, regarding land use actions, shall be final unless appealed by a party to the public hearing.*
  - (g) *An appeal of a decision in the Urban Growth Area of the City Planning Commission shall be to the County Board of Commissioners according to applicable procedures specified in the Comprehensive Plan, Zoning Ordinance, Subdivision Ordinances or Sign Ordinance.*
2. *Amendments to the City of Seaside Comprehensive Plan, including the Urban Growth Boundary and Plan Map, City Zoning Ordinance map and text, and City Subdivision Ordinance and Sign Ordinance that concern the urban growth area shall be adopted by Ordinance by the City according to the following procedure:*
  - (a) *Application for amendment shall be submitted to the City on forms provided by the City.*
  - (b) *Upon receipt of a complete application, the City shall notify the County Department of Planning and Development of the hearing date at which time the matter will be considered before the City Planning Commission and City Council.*

- (c) *The application shall be reviewed by the City Planning Commission at a public hearing according to procedures specified in the Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, or Sign Ordinance.*
  - (d) *The City shall notify the County of the recommendation of the City Planning Commission within five (5) working days of the recommendation.*
  - (e) *When notice is required to property owners, all property owners within the required distance will be notified without consideration as to whether or not they are in the City limit*
  - (f) *The City Council shall hold a public hearing on the application according to applicable procedures specified in the Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, or Sign Ordinance*
  - (g) *The city shall notify the County of its final action within five (5) working days of adoption of an Ordinance or denial of the application.*
3. *Amendments to the City of Seaside Comprehensive Plan, including the Urban Growth Boundary and Plan Map, City Zoning Ordinance map and text, and City Subdivision Ordinance and Sign Ordinance that concern the urban growth area shall be adopted by Clatsop County subject to applicable review procedure. The review shall follow the public hearing procedures as listed in the Clatsop County Land and Water Development and Use Ordinance.*
  4. *The City and County shall notify all Urban Service providers of proposed amendments to the City of Seaside Comprehensive Plan, including the Urban Growth Boundary and Plan Map, City Zoning Ordinance map and text, City Subdivision Ordinance and Sign Ordinance that concern the urban growth area.*
  5. *Permitted and Review Uses shall be processed according to the following procedure:*
    - (a) *The City shall be responsible for issuing development permits in the Urban Growth Area except septic compatibility statements, electrical compatibility statements and water rights statements.*
  6. *The City shall be responsible for the enforcement of the provisions of the Comprehensive Plan, Zoning, Sign Code, Road Systems Development Fee, subdivision Ordinances, and Building Code Enforcement in the Urban Growth Area.*
  7. *Wetland delineations will be made on a project-by-project basis or as required by City Ordinance and will be the responsibility of the developers.*

**SECTION 6. ANNEXATION**

1. *Annexation within the City Urban Growth Boundary shall be in accordance with relevant annexation procedures under Oregon law, City Comprehensive Plan and other implementing ordinances.*

**SECTION 7. ADMINISTRATION**

1. *The City shall be responsible for issuing all land use permits including, but not limited to, development permits in the Urban Growth Area, except septic compatibility statements, electrical compatibility statements and water rights statements.*

2. The City shall be responsible for the enforcement of the provisions of the Comprehensive Plan, Zoning Ordinance, Subdivision Ordinance, and Sign Ordinance in the Urban Growth Area including any costs associated therewith; provided however, that no formal proceedings to correct a violation may be initiated by the City in a court of law or before any Planning Commission or City Council, without first notifying the County.

3. The City shall issue addresses for all building within the Urban Growth Boundary.
4. The City shall maintain records of all land use permits it issues and actions it takes within the Urban Growth Boundary. This includes public notices, where appropriate, building permits, manufactured home placement permits, site design plans for parking, signs, addresses, etc.

**SECTION 8. AMENDMENTS TO THE JOINT MANAGEMENT AGREEMENT**

Amendments to this Agreement shall be adopted by a majority of both full City Council and the County Board of Commissioners, after recommendations have been received from the Planning Commissions of the City and County.

**SECTION 9. SEVERABILITY**

The provisions of this Joint Management Agreement are severable. If an article, sentence, clause, or phrase shall be adjudged by a court of competent jurisdiction to be invalid, the decision shall not affect the validity of the remaining portions of this agreement.

**SECTION 10. TERMS OF AGREEMENT**

This agreement becomes effective as of DECEMBER 28, 1995.  
This agreement shall be reviewed and may be amended at the time established for City's Periodic Review of the plan, or at any other time by mutual consent of both parties.

IN WITNESS WHEREOF, this Urban Growth Boundary Area Joint Management Agreement is signed and executed this 29<sup>th</sup>

day of NOVEMBER, 1995

Oliver Vernon  
\_\_\_\_\_  
Mayor, City of Seaside

IN WITNESS WHEREOF, this Urban Growth Boundary Area Joint Management Agreement is signed and executed this 8 day of December, 1995.

J. E. Bakken  
\_\_\_\_\_  
Chairman, Board of County Commissions  
for Clatsop County



## Staff Report – City Council Meeting

Meeting Date: February 13, 2023  
Author: Spencer Kyle, City Manager  
Department: City Manager  
Subject: Support For County Resolution RE: Homelessness  
Type of Item: Resolution

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### **Introduction:**

The City Council intends to show support for Clatsop County’s resolution to be included in the State’s emergency declaration due to homelessness.

### **Background:**

Governor Kotek issued a Homelessness State of Emergency on January 10, 2023. This declaration included funding and resources to help combat the effects of homelessness. Unfortunately, the declaration did not apply to many rural and coastal counties, including Clatsop County. Clatsop County has requested to be included in the emergency declaration. On January 26, 2023 the City of Seaside submitted the attached letter of support to Clatsop County. The Council directed staff to return with a resolution of support at the following Council meeting.

### **Department Review:**

City staff has reviewed the County’s resolution and find that it supports our own City’s goals, priorities and needs relating to mitigating the effects of homelessness in Seaside. If the State includes Clatsop County in the emergency declaration, many funds will become available to combat homelessness here in our County and likely our City.

### **Budget Impact:**

There is no budget impact to adopting the attached resolution. If the request from the County to the State is successful, the effect may a positive impact to the City of Seaside in that funds may be received to mitigate homelessness.

### **Alternatives:**

The City Council may amend the proposed resolution or choose to take no action.

### **Requested Action:**

If the City Council is ready to approve the attached resolution, a councilor would make the following motion:

“I move to read Resolution #4015 by title only.”

followed by:

“I move to adopt Resolution #4015 by title only.”

### **Attachments:**

1. Resolution #4015
2. Clatsop County Resolution
3. Letter of Support



**RESOLUTION #4015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE,  
OREGON AUTHORIZING ITS SUPPORT FOR CLATSOP COUNTY’S REQUEST TO  
BE INCLUDED IN EMERGENCY DECLARATION DUE TO HOMELESSNESS**

WHEREAS, Governor Kotek issued a Homelessness State of Emergency on January 10, 2023; and

WHEREAS, the City of Seaside has reviewed the resolution, *Clatsop County Request to be Included in Emergency Declaration Due to Homelessness* adopted by the Clatsop County Commission on February 8, 2023; and

WHEREAS, the City of Seaside agrees with each finding and request contained therein; and

WHEREAS, the homeless population in Seaside is exposed to some of the harshest weather conditions in the state with the coastal environment, including high winds and heavy rain, making conditions dangerous for our homeless population; and

WHEREAS, the City of Seaside does not have sufficient resources to adequately combat this crisis on its own; and

WHEREAS, the City of Seaside will need to partner with Clatsop County and the State of Oregon to help mitigate the effects of homelessness.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SEASIDE, OREGON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council supports Clatsop County’s request to be included in emergency declaration due to homelessness.

Section 2. The City Council requests the Governor, through Oregon Emergency Management, include Clatsop County in the State of Emergency Due to Homelessness and for Clatsop County to have access to all subsequent programs, services, technical assistance and resources to address the homelessness crisis throughout Clatsop County, including municipalities.

**PASSED** by the City Council of the City of Seaside this \_\_\_\_ day of \_\_\_\_\_, 2023.

**SUBMITTED** to the Mayor and **APPROVED** by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
STEVE WRIGHT, MAYOR

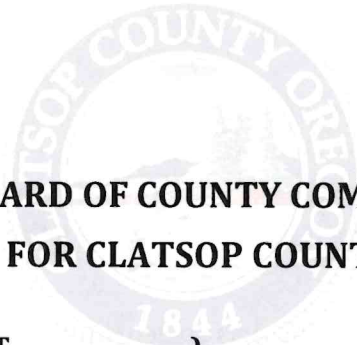
ATTEST:

\_\_\_\_\_  
Spencer Kyle, City Manager

**RECORDED**

**FEB - 8 2023**

**DOC# 2023020008**



**IN THE BOARD OF COUNTY COMMISSIONERS  
FOR CLATSOP COUNTY**

**CLATSOP COUNTY REQUEST )  
TO BE INCLUDED IN EMERGENCY ) RESOLUTION AND ORDER  
DECLARATION DUE TO )  
HOMELESSNESS )**

**Whereas**, Governor Kotek issued a Homelessness State of Emergency on January 10, 2023; and

**Whereas**, the State has identified criteria for a County to be included in the Governor’s State of Emergency, including: 1) the unsheltered population must be greater than 30 households in 2022; and 2) At least one of the following is true: a) Unsheltered homelessness increased by 50% or more between 2017-2022; and b) the rate of unsheltered homelessness in 2022 was 80% or greater; and

**Whereas**, Clatsop County meets the criteria requiring the 2022 unsheltered population exceeds 30 households. The HUD 2022 Point in Time Report captured 306 households without children, 255 households with only children and 268 unaccompanied youth households; and

**Whereas**, Clatsop County meets the criteria that the rate of unsheltered homelessness in 2022 was greater than 80%, as data provided in the HUD 2022 Point in Time Report calculates a County rate of 96.7%; and

**Whereas**, from 2017 to 2021, the number of people experiencing homelessness in Clatsop County increased by approximately 32%; and

**Whereas**, nearly 900 individuals experience homelessness in Clatsop County during 2021; representing 22.7 homeless people per 1,000 population; and

**Whereas**, Clatsop County has the highest per capita homelessness rate in the State of Oregon and this rate is nearly double the next highest county; and

**Whereas**, the City of Warrenton has the highest number of homeless youths in rural Oregon (per the Point in Time count); and

**Whereas**, homelessness in Clatsop County has caused and is threatening to cause widespread injury to people and property, human suffering, and financial loss; and

**Whereas**, local jurisdictions and businesses have spent and continue to direct significant resources to address the impact of people experiencing homelessness, including but not limited to, collecting and disposing of debris, garbage, waste and biohazards to restore land to intended public purpose and use; and

**Whereas**, Clatsop County has prioritized funding for homeless services as part of the American Rescue Plan Act (ARPA) funding strategy and the Clatsop County Strategic Plan; and

**Whereas**, Clatsop County applied, and was selected to participate in Project Turnkey 2.0 to expand the number and availability of emergency shelter beds; and

**Whereas**, Clatsop County is over represented with the number of people experiencing homeless and does not have adequate resources to address the critical services and infrastructure necessary to humanely serve this vulnerable population; and

**Whereas**, ORS 401.165 et seq. empowers the Governor to declare a state of emergency upon determining that an emergency has occurred or is imminent; and

**Whereas**, the Clatsop County Board of Commissioners requests the Governor find that the unsheltered homeless in Clatsop County has caused and is threatening to cause widespread injury to people and property, human suffering, and financial loss and thus constitutes an emergency under ORS 401.025(1); and

**Whereas**, to reduce homelessness and its impacts, this declaration is necessary to expand local shelter capacity, to rehouse people experiencing unsheltered homelessness, and to prevent homelessness to the greatest extent possible; and

**Whereas**, Clatsop County and local jurisdictions do not have adequate resources to address this critical public health, public safety and humanitarian crisis; and

**Whereas**, Clatsop County meets the criteria established by the state for inclusion in the Homeless State of Emergency; and

**NOW, THEREFORE**, the Board of County Commissioners of Clatsop County requests the following:

1. The Governor, through Oregon Emergency Management, include Clatsop County in the State of Emergency Due to Homelessness and for Clatsop County to have access to all subsequent programs, services, technical assistance and resources to address the homelessness crisis throughout Clatsop County, including municipalities.

ADOPTED this 8<sup>th</sup> day of February, 2023.

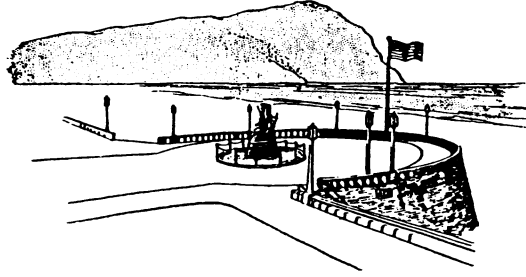
BOARD OF COMMISSIONERS FOR  
CLATSOP COUNTY, OREGON



Mark Kujala, Chair

# CITY OF SEASIDE

OREGON'S  
F A M O U S  
A L L - Y E A R  
R E S O R T



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

January 26, 2023

The Honorable Tina Kotek  
Office of the Governor  
900 Court Street NE, Suite 254  
Salem, OR 97301

Madam Governor,

On behalf of the Seaside City Council, this letter serves as support for the request submitted by Clatsop County to be included in the State emergency declaration due to homelessness you signed earlier this month. We have reviewed the resolution prepared by Clatsop County and fully support the findings and request contained therein.

Specifically, we want to reiterate and emphasize the critical conditions that exist in Clatsop County and Seaside in particular. Clatsop County has the highest rate of homelessness in the State of Oregon, nearly double the rate of the next highest County, and has seen an increase of 32% between 2017 and 2021. Our homeless population is also exposed to some of the harshest weather conditions in the state with the coastal environment, including high winds and heavy rain, making conditions dangerous for our homeless population.

Despite our best intentions, our city simply does not have the resources of metropolitan areas to combat this crisis. The city, as well as many residents, businesses and charitable organizations have stepped up to provide some relief to our homeless population. The City of Seaside has spent in excess of an unbudgeted \$130,000 on homeless services since April 2022 when we began tracking these costs. This is not an insignificant amount of money in Seaside. These efforts have stretched our capacities but also strained our finances, making it difficult for us to do more. More projects and programs are needed; however, the resources to fund them are few and far between. If Seaside is going to be successful in reducing homelessness, we will need partners like the County and State to help fund those strategies.

The City of Seaside respectfully requests that Clatsop County be included in your Emergency Declaration so that State resources may be allocated to our response to the ongoing homeless crisis.

Sincerely,

Steve Wright, Mayor  
Tita Montero, Councilor  
Tom Horning, Councilor  
Steve Dillard, Councilor

David Posalski, Council President  
Randy Frank, Councilor  
Seth Morrisey, Councilor



# Staff Report – City Council Meeting

Meeting Date: February 13, 2023  
Author: Kim Jordan, City Recorder  
Department: Business Office  
Subject: Liquor License Application – Adrift Hospitality SPC Ashore Hotel  
Type of Item: Discussion – Liquor License Application

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## Introduction:

The city has received the liquor license application from Adrift Hospitality SPC Ashore Hotel.

## Background:

Ashore Hotel is a business in the City of Seaside that provides lodging and a bar with locally inspired drinks and snacks. Regional wines, Northwest Micro brews, and craft cocktails. The business is under new ownership and they are applying for a new Commercial Full on Premises Liquor License. The new owners are Tiffany and Brady Turner.

## Budget Impact:

None

## Department Review:

Ashore Hotel, 125 Oceanway Street, Seaside, Owners Tiffany and Brady Turner has applied for a Full On-premises Sales Liquor License. This would be for a change of ownership.

“Full On-Premises Sales License – allows the sale of distilled spirits, malt beverages, wine, and cider for consumption at the licensed business. This license also allows private catering if the applicant receives pre-approval from OLCC”.

The Police Department has reviewed the business and applicants applying for the liquor license and has no concerns with the application.

## Criteria for consideration

The City Council, after consideration, may determine to make a favorable, unfavorable, conditionally favorable or no recommendation to the OLCC. If the City Council makes an unfavorable or conditionally favorable recommendation to the OLCC regarding any application for liquor license, the recommendation will be based on a finding that one or more of the following conditions exist:

1. There is a history or pattern of illegal or disorderly activity on the premises.
2. There have been disturbances and/or other problems (such as fights, altercations, drug dealing by patrons, furnishing alcohol to minors by patrons, public drunkenness, alcohol related litter, etc.) related to the exercise of the applicant’s alcohol license privilege and the applicant has failed to take reasonable and timely corrective action when notified of these problems by the police or the OLCC.
3. There is a continuing problem of noise from this business disturbing neighbors.
4. The applicant would be a poor risk for compliance with liquor laws, as indicated by a felony conviction, which reflects on the applicant’s ability to be a responsible liquor licensee.
5. The applicant would be a poor risk for compliance with liquor laws, as indicated by a failure to comply with liquor laws.

6. The applicant has a history of abusing alcohol or other controlled substances and would be a poor risk for compliance with liquor laws.
7. The applicant has made an intentional and materially false statement about a matter that reflects on the applicant's ability to comply with the State's liquor laws.
8. An un-licensable person or a party not named as applicant has an ownership interest in the business to be licensed.
9. The applicant has failed to operate as originally proposed to the City Council, the original proposal having been a deciding factor in the Council's favorable recommendation to the OLCC.
10. The applicant has expanded the boundaries of the licensed premises to areas not originally considered by the Council and without City and OLCC approval.
11. The business is located within 500 feet of a school, child care facility, church, hospital, nursing or convalescent care facility, a park or child-oriented recreation facility, or an alcohol and other drug treatment facility and there is evidence that the business will adversely impact the facility.

**Alternatives:**

City Council may choose to recommend denial of the application and state the purpose of the denial to OLCC.

**Requested Action:**

"I move to approve the Liquor License Application for Adrift Hospitality SPC, Ashore Hotel.""

**Attachments:**

1. Seaside Police Department Recommendation.

# Seaside Police Department

February 1, 2023

## MEMORANDUM

**TO:** Mayor and City Council  
**FROM:** Josh Gregory, Detective Sergeant  
**SUBJECT:** Ashore Hotel, 125 Oceanway Street

The Seaside Police Department has reviewed the liquor application for Ashore Hotel, located at 125 Oceanway St., Seaside, OR. This is a request for a change of ownership with full-on premise, commercial license. The owner's already have several similar businesses in operation in the Pacific Northwest. They are currently in business selling alcoholic beverages under the previous license, as well as selling at their other locations. They are in good standings.

There are two owners; Brady and Tiffany Turner. I checked them through our in-house data system, as well as TLO, and found no disqualifying information. The Ashore itself has not been the subject of unusual criminal activity. Being downtown Seaside, there are several cases regarding disturbances and various complaints, however, the hotel was not culpable for the activity.

I did not find any disqualifying information or reason to deny this application.

If you have any additional questions, please let me know.

*Josh Gregory* 2/1/2023

Detective Sergeant Josh Gregory

971-326-0025

[jgregory@cityofseaside.us](mailto:jgregory@cityofseaside.us)

*Working Together We Can Make A Difference*



## Staff Report – City Council Meeting

Meeting Date: February 13, 2023  
Author: Zach Fleck, Finance Director  
Department: Finance  
Subject: City of Seaside Travel Policy  
Type of Item: Approval and adoption of policy

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### **Introduction:**

The City of Seaside is proposing that we update our adopted travel policy.

### **Background:**

The City of Seaside is beginning the process of reviewing adopted fiscal processes and updating them when we find material weaknesses in the policy, or when the policy is out of date and can no longer be responsibly adhered to. The intention of this undertaking is to create a set of adopted fiscal rules and regulations that the City can follow, which can be updated annually and voted on by Council when they adopt the annual budget.

Seaside's current travel policy has been in place since August of 2017. While many of the sections of this policy remain relevant, we sought to reduce the level of complexity in the policy while at the same time looked to reduce the chances that City employees would have to go out of pocket while traveling at the behest of the City of Seaside. This policy update continues to allow for necessary checks-and-balances on City official travel.

### **Department Review:**

We have attached the previous and proposed policies to this request. Below is a list of material changes to the proposed policy:

- While rare, it is possible that we would need a contract employee or vendor to travel on behalf of the City of Seaside. The new policy allows for this.
- The proposed policy adopts the standard rate as set forth by the General Services Administration (GSA). The language in the proposed policy allows this rate to stay up to date as the GSA releases new guidelines for reimbursement rates.
- Updated the policy for day travel, so that an employee would be allowed a meal reimbursement or per diem if they were on approved travel for less than eleven hours in a day.
- This policy applies to any City Agent, including City Councilors. The current policy does not adequately address how this would apply to the City Council. This clarifies that the policy applies to Councilors while on approved City travel.

City Administration supports the proposed updates to the travel policy. It gives more discretion to employees who must travel who would not have been eligible for reimbursement under the previous policy, but are required to be out of the City for the majority of the day. It also updates our per diem rates so that they are current with Federally-accepted levels, and will continue to update as those levels are adopted. Finally, this policy continues to have safeguards that will minimize the opportunity for fraud or abuse.



**Budget Impact:**

There will be a marginal cost impact of this policy update as we reimburse travel that occurs for the remainder of the year under the new rates. There is no direct budget impact of this policy update. In future years it may necessitate modest increases to travel budgets to accommodate for increases in the standard reimbursement rates.

**Alternatives:**

- Council could choose not to adopt this policy update and choose not to take any action related to the City of Seaside Travel Policy. In that event, the current policy would continue to be in effect. While this course of action is available for Council to consider, it would increase the chances that staff must go out of pocket due to cost overages in mileage, meals, and incidentals.
- Council could choose to modify either the current policy to better suit the situation today or could choose to modify this policy as they see fit. Should Council choose this option then guidance or recommendations from City staff on the updated policy may be delayed as we analyze the new inputs.

**Requested Action:**

If the City Council chooses to adopt the attached policy, a councilor may make the following motion:

“I move that the City Council adopt the attached Seaside Travel Policy to take effect immediately.”

**Attachments:**

- City of Seaside Proposed Travel Policy
- Travel and Expense Reimbursement Policy (August 2017)

**Staff and/or Key Contacts:**

- Spencer Kyle: City Manager
- Jon Rahl: Assistant City Manager
- Zach Fleck: Finance Director
- Jessica Reed: Accounts Payable Accountant



## Travel Policy

**Purpose:** This policy establishes the rules and expectations for agents of the City of Seaside who are traveling for the benefit of the City. Agents are employees, elected or appointed officials, or other individuals who are traveling for the benefit of the City of Seaside (hereafter referred to as 'agent' or 'traveler').

**Policy:** The City of Seaside will pay for travel expenses that are both reasonable and necessary for agents of the City. This travel could be due to many things, including but not limited to: training, equipment pick up/drop off, conventions, meetings, or appearances requested by state or federal officials.

The City shall pay or reimburse the agent for lodging, meals and incidental expenses, transportation, and other pre-approved expenses that may be necessary for the trip. Wherever possible, the agent shall arrange with the City so that convention fees, air travel, taxis or rideshare travel, and lodging accommodations are paid directly by the City. Travel advances require prior approval from the Finance Director, Assistant City Manager, or City Manager.

If the agent utilizes their personal vehicle for travel, then they may be reimbursed at the going IRS rate for mileage. This rate, generally set in January by the IRS, will be calculated from the lesser of the agent's home, or their typical work location to their destination. It can be found here:

<https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>

With the exception of department heads, all persons travelling shall obtain approval from the department head at least 14 days prior to the departure date. Department heads shall obtain approval from the City Manager or their designee.

The City shall only pay for the traveler alone, and not any accompanying persons who do not represent the City (e.g. spouse, partner, child, etc.) unless specifically approved by City Council.

In all cases, the traveler should utilize the mode of travel that is the most economical from a cost perspective. Should the traveler decide to use a different mode of transportation, the City will only reimburse the cost of the most economical mode (please be prepared to illustrate and show backup material should it be requested).

The City will not pay or reimburse the traveler for incremental costs or penalties involved with air travel (i.e. upgrades to seating). The City shall not reimburse the traveler for amendments made to add personal travel to the trip. Any expenses above and beyond may not be paid for with a city-issued credit card. Expenses at this level must be paid for by the agent only.



Exceptions to this policy may be allowed, but must be approved prior to travel by the City Manager or designee.

This policy may be modified by the City Manager or designee at any time.

*Meal reimbursement:* The traveler has two choices to be reimbursed for meals and incidentals associated with travelling.

- The traveler may choose to accept the per diem rate for the meals that they are missing due to travel. The City of Seaside recognizes the per diem rate that is set by the US General Services Administration (GSA), which can be found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates> . If you are unclear on what that rate will be, please confirm with the approving authority for the travel. Itinerary/schedule shall be provided as backup when submitting expenses.
- The traveler may choose to be directly reimbursed for meals associated with travel. Should the agent choose to be directly reimbursed, then they need to turn in itemized receipts for the meals that they wish to be reimbursed for. It is the City's policy not to reimburse for alcohol purchased with a reimbursed meal. Additionally, if a meal is provided for as part of an attended event, the City will not reimburse the traveler should they choose to find a meal elsewhere. A credit card statement showing a purchase is not sufficient for reimbursement. The maximum amount that the City will reimburse for meals in a day shall be the daily per diem rate.

*Reimbursement on travel days:* If on the first day of travel you depart 90 minutes prior to your regularly scheduled start time then you may claim 100% of the per diem rate. If on the last day of travel you reach your destination 90 minutes after your regularly schedule end time then you may do the same. Otherwise, on the first and last day of travel, the traveler is eligible for 75% of the daily per diem if they have chosen the per diem reimbursement method (listed on the first bullet point above). If they have chosen to be directly reimbursed for expenses, then the maximum reimbursement rate per meal period is listed below.

Primary Destination <a href="#">i</a>	County <a href="#">i</a>	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel <a href="#">i</a>
Beaverton	Washington	\$64	\$14	\$16	\$29	\$5	\$48.00
Bend	Deschutes	\$64	\$14	\$16	\$29	\$5	\$48.00
Clackamas	Clackamas	\$64	\$14	\$16	\$29	\$5	\$48.00
Eugene / Florence	Lane	\$64	\$14	\$16	\$29	\$5	\$48.00
Lincoln City	Lincoln	\$69	\$16	\$17	\$31	\$5	\$51.75
Portland	Multnomah	\$74	\$17	\$18	\$34	\$5	\$55.50
Seaside	Clatsop	\$69	\$16	\$17	\$31	\$5	\$51.75
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

*Example: Per Diem rates for travel within Oregon*

**TRAVEL & EXPENSE REIMBURSEMENT POLICY**  
**City of Seaside**

**PURPOSE:** This sets forth the City's policy as it relates to travel and reimbursement for City employees while on city-related business.

**STATEMENT OF POLICY:** This policy applies to the employees and elected officials of the City of Seaside.

**POLICY:** The City of Seaside will pay for all reasonable and necessary travel expenses for representatives of the City. Every City employee as a citizen and tax payer shall practice fiscal responsibility in the discharge of his or her duties. In the event that an employee is required to travel outside of the local area for attendance at a conference or meeting, and multiple modes of travel are available, the City will reimburse for the least expensive mode of travel. (i.e. if flying is less expensive than driving, the City **will** reimburse at the lower cost of an equivalent flight if the employee prefers to drive.) Anyone approving a travel request is responsible for ensuring efficient use of the budgeted funds for travel.

Any request for an advance payment or reimbursement of travel expenses should be made using the City of Seaside Travel Expense and Reimbursement Request Form. Conference registration materials must accompany the request. Unless otherwise indicated, detailed receipts must support expenses.

**Registration and Course Fees:**

The City will pay conference, seminar, meeting, training and related course fees in advance to the company or agency providing the service through billing by purchase order & invoice, advanced payment by check request. Every effort should be made by department personnel to avoid requiring an employee to "upfront" registration fees and requesting reimbursement. **To ensure prompt payment submit payment request at least 14 days in advance of event.** *A daily conference schedule must be submitted along with the payment request.*

A cash advance to the employee to pay such fees will only be done on an emergency basis, after Department Head approval.

**Meal per Diem:**

The maximum per diem for meals is \$45 per day. No receipt is required for the meal per diem.

Meal expenses may be reimbursed at the per diem rate only if the traveler qualifies for lodging expense reimbursement and the meal has not been provided by the conference/meeting or hotel. If the traveler stays in a Bed & Breakfast, breakfast per diem would not be an allowable expense. Continental breakfast is not considered a meal.

**One day trips.**

Employees are eligible to receive the meal allowance while conducting official City business if the three-hour rule is met. To meet the three-hour rule, an employee must be in travel status for a total of three hours beyond the employee's regular scheduled working hours in any one day.

To qualify for breakfast, an employee must be in travel status for at least 1 1/2 hours before official starting time. To qualify for dinner, the employee must be in travel status at least 1 1/2 hours after the regular scheduled quitting time.

**Meals can be prepaid or will be reimbursed at the following daily rates:**

**Meal Reimbursement in Clatsop County** – Must submit detailed receipts to Finance Department within 15 days of last day of travel. **NO PER DIEM IN COUNTY**

- Breakfast - \$12.00 Grat included
- Lunch - \$14.00 Grat included
- Dinner - \$25.00 Grat included

**Meal Reimbursement outside Clatsop County** – Must submit detailed receipts to Finance Department within 15 days of last day of travel. **The City only reimburses up to an 18% gratuity.**

- Breakfast - \$15.00 Grat included
- Lunch - \$18.00 Grat included
- Dinner- \$30.00 Grat included

If a meal is provided as part of the conference registration or lodging accommodation no per diem **or meal reimbursement** will be granted for that meal, regardless of whether the employee participates in the provided meal.

No additional reimbursement will be given to an employee who purchases other meals or spends more than the allowance amount on meals without approval from Department Head. Reimbursement beyond the amount allowed for any meal requires supporting documentation in accordance with IRS guidelines such as a detailed receipt showing date, time, location, number served, items purchased and amounts.

**Lodging:**

The City will pay lodging expenses **for employee only to the** hotel in advance, or by **reimbursement** if paid for by the employee. Every effort should be made to secure reasonably priced accommodations close to the training venue prior to traveling. Employees are encouraged to request the "government rate" when securing lodging accommodations. A detailed receipt is required in all cases.

A cash advance to the employee to pay such fees will only be done on an emergency basis, with Department Head approval.

**Travel:**

Employees should work with their supervisor to determine the most cost efficient means of travel. Travel by air is to be purchased at the lowest available rates through travel agents, on-line or by direct means. Mileage points, discounts, or rebates earned for travel on city business may only be redeemed on future travel for city business and in no case should they be used for personal travel perks. A detailed receipt is required in all cases.

Employees who travel by car are encouraged to use a City vehicle and a City gasoline credit card (gasoline cards are available in the Finance Department or by Department). It is acceptable to take a city vehicle outside of Oregon. Reimbursement will be as follows:

1. When a city vehicle is not available, the reimbursement rate will be the standard Federal IRS mileage reimbursement rate.
2. Personal vehicle use for local travel will be at the standard Federal rate. (If the employee uses personal vehicle for local travel on regular basis, employee may submit request for reimbursement once each month.)

**Method of travel should have prior approval of the supervisor. Travel costs and reimbursement (will) be limited to the lowest cost for reasonable transportation as determined by the Department Head.**

**Incidental Costs:**

Incidental costs for parking, transportation to and from the airport, taxi fares, rental car costs (including added insurance), etc. will be reimbursed upon presentation of a receipt. The City will not reimburse expenses for entertainment, purchase of alcoholic beverages or any unnecessary or unreasonable expenses. Some items may be prepaid at a discount with registration or with the purchase of public transportation. A detailed receipt is required in all cases.

A cash advance to the employee to pay such fees will only be done on an emergency basis.

**Advance or Prepayment of Certain Expenses:**

To lessen personal financial obligations, a prepayment for per diem and/or half the IRS mileage rate is available prior to travel. Registration, lodging and commercial travel should already be paid to the service provider in time for discounts and to ensure availability. To qualify, a Travel Expense and Reimbursement Request form must be presented to the Finance Department at least 14 days prior to the scheduled trip. Conference registration materials and mileage calculation must accompany the request. Finance will normally issue a check to the employee the week before the scheduled business travel.

**Receipts:**

Upon the conclusion of a business trip, detailed receipts must be presented to the Finance Department for advances given or to support reimbursement to the employee. Detailed receipts are required for all reimbursable business and travel expenses except meals that fall within the guidelines. If detailed receipts are not available other documentation in accordance with IRS guidelines that clearly substantiates the actual expenditure may be accepted when accompanied by a written statement to that effect from the employee.



## Staff Report – City Council

Meeting Date: February 13, 2023  
Author: Jeff Flory, Community Development Director  
Department: Community Development  
Subject: Comprehensive Plan RFQ  
Type of Item: Contract Award

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### Introduction:

The City of Seaside advertised a RFQ for a Comprehensive Plan Review and Update at the end of October of 2022. Three submittals were received in December, 2022. Staff has reviewed the proposals and is prepared to make a recommendation to the City Council.

### Background:

The City of Seaside's Comprehensive plan was adopted in 1983 and is in need of review and updating. Staff requested proposals from consulting firms who specialize in updating comprehensive plans for coastal cities. The request also included an updated Buildable Lands Inventory (BLI), Economic Opportunities Analysis (EOA), and a Housing Needs Analysis (HNA). Staff advertised the request to the public in October on the Oregon chapter of the American Planning Association website as well as the City of Seaside's website.

### Budget Impact:

The estimated cost of the project is \$149,212.00 and take approximately 18 months to complete. Approximately \$50,000.00 has been allocated in the FY 22/23 budget to start the project. The remaining amount will need to be funded in the upcoming FY 23/24 budget.

### Department Review:

Three firms responded to our RFQ. Of the three firms, two proposals had sufficient information to be competitive in scoring. The significant determining factor in staff's decision was the cost estimated by each firm. Winterbrook Planning submitted an estimate of \$320,000.00 with an additional \$60,000.00 to update the zoning ordinance. 3J Consulting estimated a cost of \$149,212.00 and the third firm, Healthy Sustainable Communities, did not provide an estimate of costs.

Staff followed up with some of the references provided by 3J consulting. Their references had positive things to say about their professionalism, processes, and their ability to stay on schedule and on budget. 3J Consulting has experience working with cities of our size as well as coastal communities.

### Requested Action:

Staff recommends the City Council make a motion to select 3J consulting to complete the comprehensive plan and authorize the City Manager to enter into a contract to do the work. If the City Council agrees, you may make the following motion:

"I move the City of Seaside select 3J consulting to provide services to the City of Seaside to review and update the Comprehensive Plan and authorize the City Manager enter into a contract on the City's behalf."

### Attachments:

1. 3J Consulting Submittal

### Staff and/or Key Contacts:

Jeff Flory, Community Development Director



PREPARED FOR  
THE CITY OF SEASIDE



**QUALIFICATIONS FOR**  
**Comprehensive Plan Review**  
**and Update**

**SUBMITTED BY 3J CONSULTING**

9600 SW Nimbus Ave, Suite 100, Beaverton, OR 97008  
503.946.9365 | [www.3jconsulting.com](http://www.3jconsulting.com)

December 15, 2022



December 15, 2022

Kim Jordan, City Recorder  
City of Seaside  
989 Broadway  
Seaside, OR 97138

**3J CONSULTING**

CIVIL ENGINEERING | WATER RESOURCES | COMMUNITY PLANNING  
9600 SW Nimbus Ave, Ste 100 Beaverton, OR 97008  
phone: 503.946.9365 | www.3jconsulting.com

RE: Request for Qualifications for Comprehensive Plan Review and Update

Dear Kim Jordan, Jeff Flory and Members of the Selection Committee:

3J Consulting (3J) was founded over 13 years ago to provide Oregon clients with experienced individuals who provide attentive, personalized consulting services. We successfully deliver project management, land use planning and public involvement services for a variety of clients throughout the region.

We understand that the current Comprehensive Plan was adopted in 1983. The updated plan will reflect current policies and views regarding a variety of key issues. The process will include a vision for Seaside developed through a robust and inclusive public participation process. Comprehensive Plan policies will strengthen community livability by guiding land use decisions through 2045 or beyond.

Our team provides the following benefits to the City of Seaside:

**Current Experience Providing Land Use Services on the North Coast:** 3J is currently providing planning services for the Cities of Rockaway Beach, Garibaldi, Bay City and Gearhart. Our experience working closely with communities on the northern Oregon coast provides us with a unique perspective of the daily challenges and opportunities. We understand the need to balance full-time residential housing with tourism and we are also familiar with the coastal hazards and the need for long-term resiliency. Our Project Manager Scott Fregonese makes weekly visits to his clients on the Oregon coast.

**Demonstrated Success in Completing Comprehensive Plans for Oregon Communities:** 3J's team has helped update dozens of Comprehensive Plans. We recently completed successful Comprehensive Plan Updates for North Plains, Redmond, and Sherwood, and are currently underway in Oregon City, Carlton, Sandy, and Scappoose. We are well-versed in the thoughtful approach needed to work with stakeholders and engage the community. 3J has been involved in several projects that received recognition for our approach to public involvement.

**Full-Service Team With a History of Partnering on Similar Projects:** We bring an enthusiastic and experienced team to help you facilitate an inclusive and engaging process to update the Comprehensive Plan. To aid us in this important endeavor, we are pleased to be teaming with FCS Group. FCS Group provides financial analysis and economic strategies to public sector clients. They have more than 650 clients and have worked on dozens of projects along the Oregon Coast to address everything from housing needs assessments and economic opportunity analyses to utility finance studies and program funding evaluations.

We believe our team's knowledge of working on the Oregon coast, experience completing Comprehensive Plan Updates for Oregon clients and award-winning approach to community engagement will help the City of Seaside develop a successful Plan that will guide the community for over 20 years. We look forward to discussing this exciting opportunity with you.

Sincerely,



**Steve Faust, AICP**

3J Consulting Principal-in-Charge  
O: 503.946.9365 x.207  
steve.faust@3j-consulting.com



**Scott Fregonese**

3J Consulting Project Manager  
O: 503.946.9365 x.248  
Scott.fregonese@3j-consulting.com

## PROJECT APPROACH



## PROJECT UNDERSTANDING

As the heart of the North Coast, Seaside's urban form and function is a deep reflection of its coastal and tourist industries. While known for its tourism and coastal recreation, Seaside has experienced moderate growth and development since the Comprehensive Plan adoption nearly 40 years ago.

Today, Seaside has become a community of 7,234 full-time residents with an annual growth rate of approximately one percent. What makes Seaside different from most other Oregon cities is the large number of visitors the city experiences annually, making the average daily population over 20,000. **The challenge – and opportunity – is to create strategies that respond to the needs of the full-time residents while preserving and improving Seaside's thriving tourism industry.**

Working in tandem with active and informed advisory committees, a robust business community, and the Seaside community at large, the City is clearly committed to managing growth in a planned, cost-effective way that strengthens and reinforces livability in Seaside. An updated Comprehensive Plan will reflect community needs and values over a 20-year planning horizon and include new policies that incorporate views regarding housing, recreation, livability, economy, sustainability, housing affordability, coastal hazards, and historic preservation.

Recognizing the importance of meaningful outreach to capture Seaside's spirit and direction, we propose a community-driven process that is open, transparent and inclusive. Our approach seamlessly integrates the many moving parts of a comprehensive plan process through creative methods, valuable expertise, and strategic engagement.

Seaside is primed to complete its Comprehensive Plan Update. Aligning past efforts with the needs of the community today will ensure that the Comprehensive Plan Update responds to needs and conditions that currently exist and is championed by its community and stakeholders.

### THE FOLLOWING APPROACH BUILDS SUCCESS IN EVERY STEP OF THE WAY TO ENSURE THE CITY'S CRITERIA FOR SUCCESS ARE MET:

-  Plan receives approval from all local and state reviewing bodies.
-  Involvement from City staff is well coordinated and inclusive.
-  Stakeholders feel their involvement was meaningful and contributed to the creation of the modernized vision and the Plan update.
-  Clear expectations for involvement are set and met.
-  Overall project management gave staff and stakeholders opportunities to be fully prepared for their defined roles.
-  Completed efforts result in positive relationships with agencies and other involved parties.
-  Updated plan accommodates expected growth and is action oriented.

**3J CONSULTING IS CURRENTLY WORKING IN ROCKAWAY BEACH, GARIBALDI, BAY CITY AND GEARHART. OUR WORK ON THE NORTHERN OREGON COAST GIVES US A UNIQUE UNDERSTANDING OF THE CHALLENGES AND OPPORTUNITIES COASTAL COMMUNITIES FACE EVERYDAY. OUR KNOWLEDGE OF COASTAL HAZARDS AND THE NEED FOR LONG TERM RESILIENCY BRING LOCAL EXPERTISE TO THE PLANNING EFFORT.**



## PROJECT APPROACH

### TASK 1. PROJECT MANAGEMENT

#### TASK 1.1 PROJECT KICKOFF

The 3J Consulting (3J) team will prepare for and participate in a kick off meeting with Seaside staff to review, refine and finalize the scope of work, deliverables, schedule and budget, and agree on roles and responsibilities, and communication protocols. We will agree on a preliminary list of key stakeholder groups and discuss public engagement and communications tools and strategies.



• **Deliverables:**

- Kickoff meeting agenda and notes
- Refined scope of work, schedule, and budget
- Roles and responsibilities

#### TASK 1.2 PROJECT ADMINISTRATION

Throughout the process, the 3J project manager will hold bi-weekly project management phone calls to track progress on key tasks and deadlines, discuss roles, identify unanticipated issues and develop alternative approaches as needed. To ensure accountability and conformance with the project budget, we will prepare monthly progress reports and invoices that describe the activities undertaken, estimate the percent completion of each task, and track expenditures and hours.



• **Deliverables:**

- Bi-weekly call agendas and notes
- Monthly progress reports and invoices



## TASK 2. EXISTING CONDITIONS ASSESSMENT

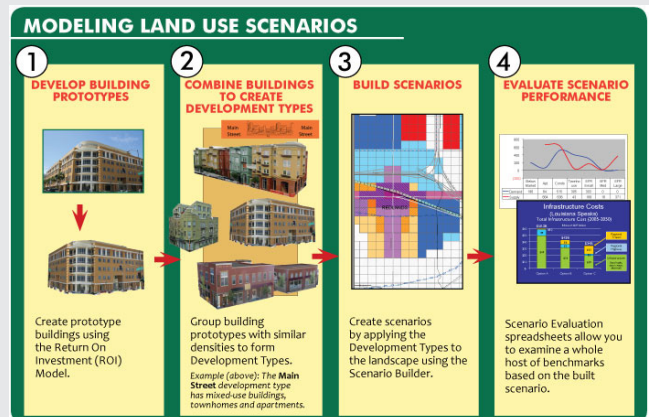
### TASK 2.1 GIS DATA COLLECTION

To assess Seaside’s current conditions, our team will build a GIS database of available spatial data including land use and zoning, building permits, infrastructure and capital improvements, and environmental constraints. This will be accompanied by research into existing land use, recent commercial and residential development trends, and economic, housing and other significant developments. Because this plan can only be as strong as the assumptions upon which it is built, data gathered and analyses conducted at this stage (and all stages) of the plan will be internally reviewed to ensure accuracy and completeness. This background data will inform the community outreach efforts at Seaside Summits, as well as the future land use scenarios through the calibration of Envision Tomorrow’s Return on Investment (ROI) model and prototype builder.



— Deliverable: GIS database

**3J REGULARLY USES ENVISION TOMORROW, A SCENARIO PLANNING TOOL THAT HELPS CLIENTS EXPLORE A RANGE OF POSSIBLE FUTURES. MORE INFORMATION ABOUT OUR SCENARIO PLANNING CAPABILITIES AND HOW THEY WILL BE USED FOR THIS PROJECT CAN BE FOUND ON PAGES 11 AND 15.**



## TASK 2.2 SWOT ANALYSIS

Based on the information provided in the Background Report, we will design a matrix that analyzes Seaside's strengths, weaknesses, opportunities, and threats (SWOT). We will populate the matrix with a preliminary assessment, in coordination with the Project Team, and present it for discussion among the project's committees as a first activity and introduction to the process. The SWOT analysis will be used to frame the Comprehensive Plan Visioning process and designed to generate engagement around Seaside's future.



➤ **Deliverable: SWOT Analysis Matrix**



3J will prepare a one-page, infographic-rich topic profile to make the information more accessible to the public. We prepared similar materials for the City of Redmond and City of Sandy while updating their Comprehensive Plans and they were well received by all.

## TASK 2.3 BACKGROUND REPORTS

The 3J team will research comprehensive plan elements through the review of relevant documents, such as including the existing adopted Comprehensive Plan and the 2010 Transportation System Plan (TSP). We also will collect demographic and socio-economic data, build a GIS database, and research existing land use, recent commercial and residential development trends, economic, housing, and other significant developments. We will conduct an assessment and opportunities analysis, identifying the amount of development, redevelopment, and preservation that might be expected given the anticipated increase in population and employment forecast along with potential impacts and associated opportunities. Where pertinent information does not exist, we will work with City staff to conduct targeted research to gather the necessary data. Information from these sources will be used to prepare a background report that describes the element and underlying topics as they relate to the City of Seaside.

### CITY OF SEASIDE BACKGROUND REPORT

- What are the City's assets?
- What trends are driving how the topic has changed and will continue to change the community?
- What are the opportunities and challenges to realizing the City's vision for the topic?

The background reports will be written in accessible language and use a combination of narrative, maps, tables, and graphics to convey key information. A portion of the information will ultimately be used in the Comprehensive Plan itself. The consultant team will also prepare a one-page, infographic-rich topic profile to make the information more accessible to the public. This information will be compiled into a Community Profile for use at Seaside Summit #1 and distributed widely through various online and City mechanisms.

The information from past plans, trends, and recent developments will also be used to inform future land use and transportation scenarios through the calibration of Envision Tomorrow's ROI model and prototype builder. The assessment of existing conditions and potential redevelopment opportunities, and barriers to development will serve as the basis for the future scenarios and the rest of the project.



- **Deliverables:**
- Background Report
  - Community Profile



### TASK 3. HOUSING NEEDS ANALYSIS AND ECONOMIC OPPORTUNITIES ANALYSIS

The City desires to update its Economic Opportunity Analysis (EOA), Housing Needs Analysis (HNA) and Buildable Land Inventory (BLI) to account for changes in land availability and development activity that has taken place. These reports will lay the foundation for local decision making. The team will identify housing and employment issues and determine solutions needed to address the needs of all people. An effective EOA and HNA contain a detailed “to do list” for the City Council to help guide plan implementation. Defined strategic objectives result in near- and long-term job and housing creation with an efficient use of land. The adopted policies, goals and objectives will provide clear direction about the community’s desired paths and measurable outcomes. Most importantly, they provide a foundation for making strategic investments and create momentum for actions by local officials, stakeholders, businesses, residents and regulatory agencies.

**THE EOA, HNA, AND BLI WILL SERVE AS KEY POLICY DOCUMENTS THAT GUIDE FUTURE HOUSING AND EMPLOYMENT DEVELOPMENT IN A MANNER THAT ACCOMMODATES COMMUNITY MEMBERS AT ALL INCOME LEVELS.**

#### TASK 3.1 HOUSING NEEDS PROJECTION

The 3J team will prepare a draft housing needs projection consistent with OAR chapter 660, division 8. The housing needs projection will be used to determine the City’s residential land needs in Task 3.4 (Land Sufficiency Analysis).



- **Deliverables:**
  - Draft and final Housing Needs Projection

#### TASK 3.2 ECONOMIC TRENDS ANALYSIS

The 3J team will prepare a customized Economic Trend Analysis and employment growth forecast. Building on existing economic development policies, this analysis will include a customized business and industry clusters analysis that depicts which specific businesses are already clustered in the primary market area and those that are projected to grow or decline. We will utilize our proven fiscal impact methodology to better understand and communicate the economic and net fiscal benefits of specific types of employment land uses. With this information, we will catalog the range of site types suitable for target industries and allow us to identify precise economic development strategies geared to specific industry types.



- **Deliverables:**
  - Draft and revised Economic Trends Analysis

### TASK 3.3 BUILDABLE LANDS INVENTORY

The 3J team will prepare a draft inventory of buildable land consistent with OAR chapter 660, division 8.

The Buildable Land Inventory (BLI) draft will:

- Include all assumptions made regarding the calculation of buildable lands, including thresholds for identifying developed, vacant, and partially vacant lands consistent with ORS 197.296 and OAR 660-024-0050.
- Identify any constrained residential and employment lands consistent with OAR 660-008-0005 and ORS 197.296(4)(b).
- Identify data used to estimate housing and employment capacity consistent with ORS 197.296, including sections (4) and (5).



• **Deliverables:**

- Draft BLI, including all supporting GIS and Excel digital files
- Revised BLI including staff and public comments received

### TASK 3.4 LAND SUFFICIENCY ANALYSIS

The 3J team will prepare a draft Land Sufficiency Analysis that addresses how much land and what zoning the City needs to accommodate its housing and employment needs, comparing the demand and supply determined in the deliverables produced in Tasks 3.1, 3.2, and 3.3. If the analysis shows that the housing and employment needs cannot be accommodated by the existing land supply, the Land Sufficiency Analysis will be developed concurrently with Task 3.5 to consider accommodating housing and employment needs through changes to the Comprehensive Plan, Development Code or UGB as required by OAR chapter 660, divisions 8 and 24.



• **Deliverables:**

- Draft and final Land Sufficiency Analysis, including all supporting GIS and Excel digital files

### TASK 3.5: MEASURES TO ACCOMMODATE NEEDED HOUSING AND EMPLOYMENT, FINAL EOA AND HNA

The 3J team will identify options for changes to the City's Comprehensive Plan, Zoning Map, Urban Growth Boundary (UGB), and the Development Code to address housing and employment land needs determined in previous tasks. This task may be completed concurrently with Task 3.4.



• **Deliverables:**

- Options for changes to the Comprehensive Plan, Zoning Map, UGB and the Development Code to address housing and employment land needs
- Final draft hearing-ready EOA and HNA



## TASK 4. COMMUNITY AND STAKEHOLDER ENGAGEMENT

The 3J Team will prepare a Public Involvement Plan to guide outreach efforts throughout the vision process. We will encourage community-wide participation by providing many opportunities for public exchange in a variety of formats and locations. The Plan will capitalize on existing City mechanisms for community engagement, establish community engagement objectives, identify the diverse set of stakeholders, and describe the array of tools and activities best suited to inform and engage stakeholders. 3J will provide a detailed written summary of community engagement results.

The Plan will also identify methods of communication to keep community members up-to-date with the project and notify residents, businesses, and other stakeholders about opportunities to be actively involved in the Comprehensive Plan update process. Public involvement and communication tools and activities include, but are not limited to Project Advisory Committees, Community Conversations and Interviews, Community Events, Seaside Summits, Online Engagement and Planning Commission and City Council Briefings.



### PROJECT ADVISORY COMMITTEES



#### STEERING COMMITTEE

A successful Vision and Comprehensive Plan process must create a shared sense of ownership among the Seaside community. We will convene and facilitate four meetings with a Comprehensive Plan Update Steering Committee that represents a broad cross-section of community interests such as business, residents, youth, seniors, and cultural groups. The Steering Committee will review and comment on work products, guide engagement efforts and help the 3J team host public outreach events and activities, act as liaisons to specific constituencies or interest groups, encourage community members to participate in the process, and act as champions of the ultimate Seaside Vision and Comprehensive Plan that emerges from this process. The 3J Team will develop a Steering Committee charter that establishes roles, shared ground rules and decision-making procedures.



#### TECHNICAL ADVISORY COMMITTEE

City staff will form a Technical Advisory Committee (TAC) to work alongside the Steering Committee, reviewing project materials and advising on technical issues throughout the project. The TAC also will meet four times and will consist of agency partners and service providers such as ODOT, DLCD, DEQ, and Clatsop County.

To the extent possible, Steering Committee and TAC meetings will be separate but scheduled on the same day. 3J will prepare agendas and other meeting materials for each Steering Committee and TAC meeting. The City will be responsible for communication with members, coordinating meeting logistics, and printing materials.





### COMMUNITY CONVERSATIONS AND INTERVIEWS

We recommend taking the vision process out to community groups through a series of Community Conversations. These

conversations will prioritize “going to where people are” – both in meetings and online, focusing on the spaces where people gather and the channels through which they receive information. Community Conversations should be held with a broad spectrum of business, educational, neighborhood, civic, and faith-based organizations.

In addition to conducting up to seven phone interviews, we will prepare Community Conversation Kits and conduct the Community Conversations in a shared effort with Steering Committee members. The conversations will provide community members with information about the project and engage them in discussion about what they value about Seaside today and what could make it a better place to live in the future. We propose working with local partners to reach communities that would not normally participate in the process.

The 3J team will also conduct a set of interviews to inform the HNA and EOA. City staff will identify and provide introductions for up to ten local employers, economic development officials, residential developers, affordable housing providers, property management companies, or other relevant stakeholders. The team will schedule interviews with identified parties, conduct the interviews to help determine perceived and real barriers to economic and housing development, and prepare written interview summaries.



### COMMUNITY EVENTS

Community events provide a unique opportunity to engage a large number of people in one place. Community events may include hosting a booth at the Seaside

Farmers Market, the Seaside Annual Egg Hunt, or even at one of the Saturday Art Walks. We will use a variety of activities ranging from an informational booth to intercept interviews. Activities will be designed to create awareness of the project and engage youth and adults in identifying what they love about Seaside today and what they would change to make Seaside an even better place to live, work, and play in the future. City staff and Steering Committee members will be the primary staff at these events.



**SEASIDE SUMMITS**

3J will work with City staff and the Steering Committee to host three Seaside Summits. These fun and engaging community events are the main opportunities for Seaside community members to engage and share ideas with their neighbors face-to-face.



**ONLINE ENGAGEMENT**

We will develop up to three online engagements to supplement in-person public involvement activities. The engagements will provide an alternative opportunity to comment for those who may not come to a meeting or feel comfortable voicing their opinions among others. The online open houses or surveys will coincide with each round of public involvement.



**PLANNING COMMISSION AND CITY COUNCIL BRIEFINGS**

Working with staff, we will provide regular updates to Planning Commission and City Council throughout the process. These briefings are important touchpoints to ensure elected and appointed officials are engaged in the process and eventual recommendations are supported.



**Deliverables:**

- Draft and final Public Involvement Plan
- Outreach and communications materials and activities



## TASK 5. SEASIDE VISION

Creating a community vision and goals is an iterative process beginning with broad sets of information and refining them over time. Concurrent with the collection and analysis of background information, the first round of outreach activities, as described in the Public Involvement Plan, will focus on the Seaside Vision. We will ask the community open-ended questions about what they like about Seaside today and what could be improved in the future. We will extend these questions that align with Oregon Statewide Planning Goals/Comprehensive Plan elements, such as housing, economic development, and parks and recreation.

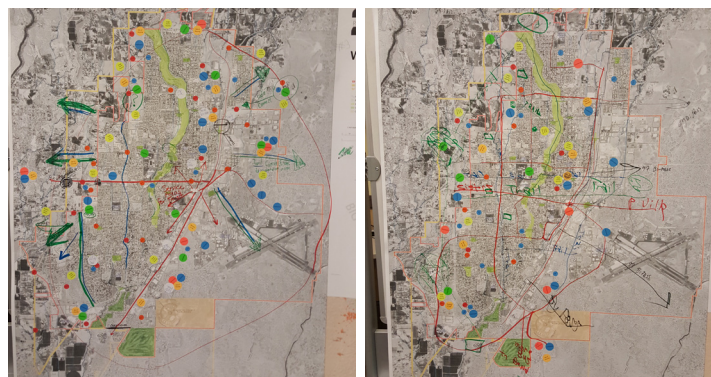
The 3J team will organize the information gathered into Comprehensive Plan “topic areas.” This information will be the foundation of the Comprehensive Plan Vision. Following review from City staff, we will revise the background reports, topic profiles, and draft Comprehensive Plan Vision. These materials will be refined before presentation to the Steering Committee and TAC for their revisions.



### Deliverables:

- Background reports and Community Profile
- Draft vision
- Steering Committee and TAC meetings and materials (2)
- Seaside Summit #1
- Online survey to collect additional community input

On the same trip, we will host Seaside Summit #1, where community members will review and comment on the draft Vision Statement and participate in discussions to identify preliminary goals for each topic area. This hands-on event will combine education and dialogue about the big questions facing the City. The Summit will feature a map-based game that invites participatory decision making at small group tables, and participants will be given a fun, meaningful way to express their ideas for the opportunities and long-term needs of the City – ranging from future growth to parks and trails, transportation, and natural amenities. The purpose of this charrette-type event will be to identify priorities and opportunities generated by the community that will guide scenario development for the Future Land Use Map update. The Summit will be supplemented by an online tool for community input.



*At the Seaside Summit, community members will break into groups and work together to create maps that highlight areas that are priorities to them*

## TASK 6. GOALS AND POLICIES/ SCENARIO REFINEMENT

We will use information gathered in Task 4 to make needed revisions to the Vision, draft goals for the various Comprehensive Plan topic areas/elements and develop a land use and transportation strategy. Land use and transportation scenarios will be evaluated for targeted economic feasibility using Envision Tomorrow and polices developed to direct and attract desired growth. Envision Tomorrow's capabilities in the scenario planning process allow our team to help the Seaside community make more informed choices about the future.

Using community-generated ideas from the public workshop, in addition to socio-economic analysis and baseline transportation data, we will identify several possible themes for the City of Seaside. Themes might include concepts such as: *Continue growing as we have in the past; Attract new talent; Aging in place; Focus on redevelopment; and/or Strong employment and industrial growth.* We will use these themes to create 3 to 4 alternative growth scenarios for testing and comparison.

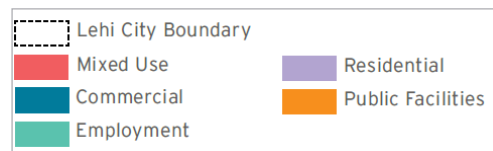
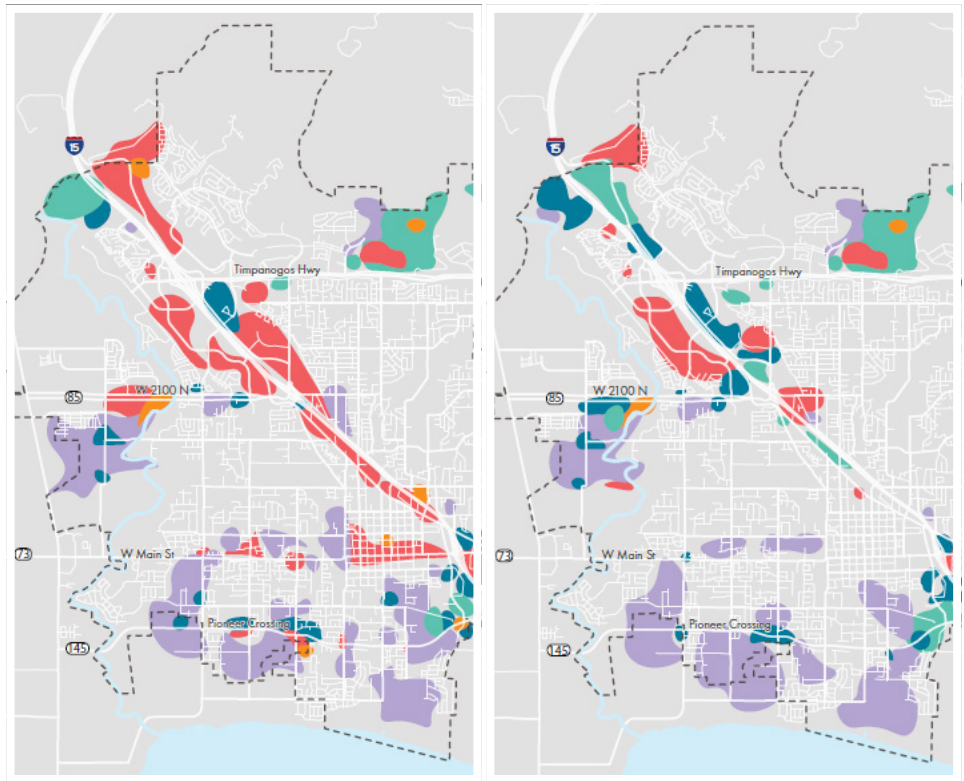
The second round of outreach will focus on community priorities. We will vet and refine draft goals and land use scenarios with the Steering Committee and TAC to ensure we are on the right track and asking pertinent questions. At Seaside Summit #2 and through an online engagement tool, participants will validate draft goals and review the scenarios to learn what elements best serve the community's vision.

Many of the Comprehensive Plan goals and policies will be built around the lessons learned from the scenario exercise. Topic areas may include housing, trails and recreation, growth management and community design. Land use scenarios also can be used to guide the transportation system alternatives, and our team will work closely with the City to identify transportation needs and strategies that best serve future development. Our team puts a high priority on multi-modal design, including active transportation, emerging technology and trends, commute patterns, and freight mobility. Supplemental activities will be designed to gather input on any community topic areas not (entirely) dependent upon the preferred land use and transportation scenario, such as policies related public involvement, community culture and health and wellness. Responses will provide the City with the framework needed to guide development of the comprehensive plan.



### Deliverables:

- Draft goals and policies
- Prototype library (up to 30 building prototypes)
- 3-4 alternative growth scenarios
- Steering Committee and TAC meetings and materials (3)



*Land use and transportation scenarios will be evaluated for targeted economic feasibility using Envision Tomorrow and polices developed to direct and attract desired growth.*

## TASK 7. COMPREHENSIVE PLAN

Following Seaside Summit #2, we will work with City staff, the Steering Committee, and TAC to refine the goals and policies that will form the Comprehensive Plan.

An important part of preparing a future land use management plan is understanding the City's capacity for development and growth while preserving resources, culture, and character. We will work with our team of planners, designers, and analysts to develop models that estimate the capacity of housing and jobs from both new development and redevelopment. The results will include a new future land use map to guide the City's growth for the next 20 years. The Future Land Use Map will be created with guidance from the 2040 Vision and lessons learned from the scenarios.

The quality of development, the location of different land uses, travel patterns, and community resources are directly influenced and affected by land use patterns and policies, the City's regulatory structure, and investments in public infrastructure and partnerships. The Future Land Use Map will illustrate the City's intention for physical development, redevelopment, preservation and conservation, along with desired future land use and development patterns for the City.

We will create a Comprehensive Plan document that will incorporate the background reports, vision, goals and policies for each topic area and will ensure that the policies are aligned with Oregon Statewide Planning goals. The document will be visually engaging and easy to read to clearly communicate and illustrate information. The draft Comprehensive Plan will be presented to the Steering Committee and TAC at their final meeting for their review and comment. Seaside Summit #3 will use an open house format to provide the public with a final opportunity to review and comment on all aspects of the draft Comprehensive Plan. Following Summit #3, we will refine the Plan to reflect community input.



### • Deliverables:

- Future land use map
- Draft policies and objectives
- Steering Committee and TAC meetings and materials (4)
- Vision Summit #3 and online engagement tool
- Draft and revised Comprehensive Plan

## TASK 8. ADOPTION

We recommend adopting the EOA and HNA prior to the adoption of the Comprehensive Plan. The City will schedule and provide notice and an agenda for hearings to adopt the EOA and HNA. The 3J team will coordinate with the City on hearing arrangements and present updates to the hearings body or bodies.

The Comprehensive Plan Vision, goals and policies represent a significant amount of information for the Planning Commission and City Council to digest. While we will be briefing these officials throughout the process, a thoughtful and measured adoption process is needed to facilitate their understanding, input, and support.

We propose breaking up the Comprehensive Plan into two to three groupings of chapters to be reviewed at a series of joint Planning Commission and City Council work sessions. Once final refinements are made, a final draft of the Comprehensive Plan will be presented at two hearings; one for the Planning Commission and one for the City Council. Having already reviewed the draft policies and background information for each of the topic areas, these bodies will be familiar with the complete Comprehensive Plan document for adoption.



### • Deliverables:

- Three Planning Commission/City Council work sessions and presentations
- One Planning Commission hearing and presentation
- One City Council hearing and presentation

# STATEMENT OF WORK

Below is a clear statement of the services to be performed, the form they will take and the final product or result. The Project Approach section that starts on page 1 provides specific detail on each task.

PROJECT TASK	TASK DELIVERABLES	
TASK 1: PROJECT MANAGEMENT	<ul style="list-style-type: none"> <li>• Kickoff meeting agenda and notes</li> <li>• Refined scope of work, schedule, and budget</li> <li>• Roles and responsibilities</li> </ul>	<ul style="list-style-type: none"> <li>• Bi-weekly call agendas and notes</li> <li>• Monthly progress reports and invoices</li> </ul>
TASK 2. EXISTING CONDITIONS ASSESSMENT	<ul style="list-style-type: none"> <li>• GIS database</li> <li>• Background Report</li> </ul>	<ul style="list-style-type: none"> <li>• Community Profile</li> </ul>
TASK 3. HNA AND EOA	<ul style="list-style-type: none"> <li>• Draft and final Housing Needs Projection</li> <li>• Draft and revised Economic Trends Analysis</li> <li>• Draft BLI, including all supporting GIS and Excel digital files</li> <li>• Revised BLI including staff and public comments received</li> </ul>	<ul style="list-style-type: none"> <li>• Options for changes to the Comprehensive Plan, Zoning Map, UGB and the Development Code to address housing and employment land needs</li> <li>• Final draft hearing-ready EOA and HNA</li> <li>• Draft and final Land Sufficiency Analysis, including all supporting GIS and Excel digital files</li> </ul>
TASK 4. COMMUNITY AND STAKEHOLDER ENGAGEMENT	<ul style="list-style-type: none"> <li>• Draft and final Public Involvement Plan</li> </ul>	<ul style="list-style-type: none"> <li>• Outreach and communications materials and activities</li> </ul>
TASK 5. SEASIDE VISION	<ul style="list-style-type: none"> <li>• Background reports and Community Profile</li> <li>• Draft vision</li> <li>• Steering Committee and TAC meetings and materials (2)</li> </ul>	<ul style="list-style-type: none"> <li>• Seaside Summit #1</li> <li>• Online survey to collect additional community input</li> </ul>
TASK 6. GOALS AND POLICIES / SCENARIO REFINEMENT	<ul style="list-style-type: none"> <li>• Draft goals and policies</li> <li>• Prototype library (up to 30 building prototypes)</li> </ul>	<ul style="list-style-type: none"> <li>• 3-4 alternative growth scenarios</li> <li>• Steering Committee and TAC meetings and materials (3)</li> </ul>
TASK 7. COMPREHENSIVE PLAN	<ul style="list-style-type: none"> <li>• Future land use map</li> <li>• Draft policies and objectives</li> <li>• Steering Committee and TAC meetings and materials (4)</li> </ul>	<ul style="list-style-type: none"> <li>• Vision Summit #3 and online engagement tool</li> <li>• Draft and revised Comprehensive Plan</li> </ul>
TASK 8. ADOPTION	<ul style="list-style-type: none"> <li>• Three Planning Commission/ City Council work sessions and presentations</li> <li>• One Planning Commission hearing and presentation</li> </ul>	<ul style="list-style-type: none"> <li>• One City Council hearing and presentation</li> </ul>

## QUALIFICATIONS AND EXPERIENCE



3J provides clients throughout Oregon with exceptional land use planning, public involvement and civil engineering services based on reliable attention to detail and strong project management. Since its founding in 2009, 3J has helped many communities develop successful long-range development and redevelopment plans, as well as detailed designs for individual sites. We understand how planning, public involvement and engineering work must be delivered to equally support the goals of local agencies and the character of the communities they serve. 3J is a locally owned firm with 38 employees, including 7 full time planning staff. All work completed for this project will be done from our Beaverton office.

### EXPERIENCE WITH OTHER ORGANIZATIONS

Our team has extensive experience preparing comprehensive plans and we’ve worked with over a dozen communities throughout the Pacific Northwest. Our comprehensive plans begin with an intensive process to reveal the community’s vision for the future. We work with community members to translate that vision into the goals and policies that guide future growth and development and actions needed to implement the vision. We recently completed successful Comprehensive Plan Updates for North Plains, Redmond, and Sherwood, and are currently underway in Oregon City, Carlton, Sandy, and Scappoose.

### SUBCONSULTANT - FCS GROUP

3J is partnering with FCS Group to provide the City of Seaside with a full service team. FCS GROUP, established in 1988, provides financial analysis and economic strategies to public sector clients inclusive of city and county governments, municipal corporations, ports, special purpose districts, and state agencies. As an independent and objective firm, FCS GROUP has delivered high-quality, cost-effective consulting services in over 4,000 engagements and served more than 650 clients, including dozens of projects along the Oregon Coast to address everything from the housing needs assessments and economic opportunity analyses to utility finance studies and program funding evaluations.

FCS GROUP’s staff of 35 professionals serves clients throughout the western United States and Canada from locations in Lake Oswego, Oregon; Redmond, Washington; Spokane, Washington; and Boulder, Colorado.

### PREVIOUS VISION AND COMPREHENSIVE PLAN EXPERIENCE

Client	Size	Vision	Comp Plan
City of Canby, OR*	18,138	x	x
City of Carlton, OR*	2,270	x	x
City of Lake Oswego, OR	40,801	x	x
City of Milwaukie, OR	21,235	x	
City of North Plains, OR	3,446	x	x
City of Oregon City, OR*	37,737	x	x
City of Redmond, OR	36,122	x	x
City of Salem, OR	177,723	x	x
City of Sandy, OR*	12,869	x	x
City of Scappoose, OR*	8,294	x	x
City of Camas, WA	23,000	x	x
City of Stevenson, WA	1,500	x	x
City of White Salmon, WA	2,500	x	
Payson City, UT	21,663	x	x
Lehi City, UT	81,607	x	x
Baton Rouge, LA	222,185	x	x

*\*Project currently underway*

# SPECIAL RESOURCES

## SCENARIO PLANNING

Rather than focusing on a single future for the region, we use scenario planning to explore a range of possible futures. For each project, the team develops a series of alternative growth land use/transportation scenarios that incorporate workshop participant and stakeholder feedback.

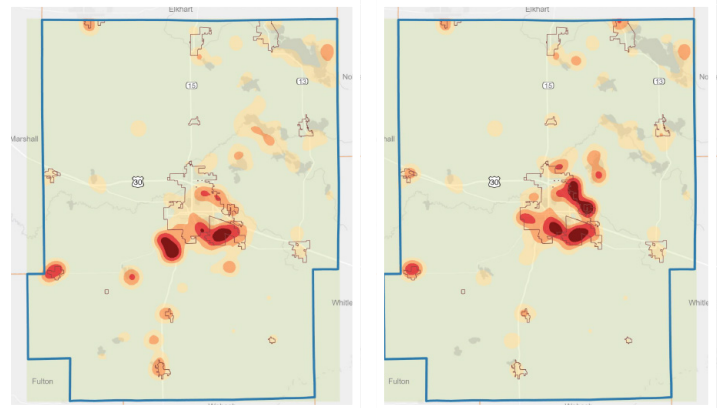
We start with a base case scenario that shows how a place will look, function and feel if current trends in development, transportation, and population growth continue. The base case shows us the amount of land consumed by development, the number of people able to access transit, and how well the city or region’s housing supply meet demand are all indicators produced via scenario planning.

Using the base case scenario as a control, we can then develop alternative scenarios to illustrate how policy choices today could affect the city-parish in the future. The team looks at the market, fiscal, and environmental effects of each scenario. We compare the alternative growth scenarios against each other based on community values identified during the public involvement process. Then, our team uses surveys and videos to poll residents about their preferred vision for the future. This preferred vision ends up as the basis of the final plan.

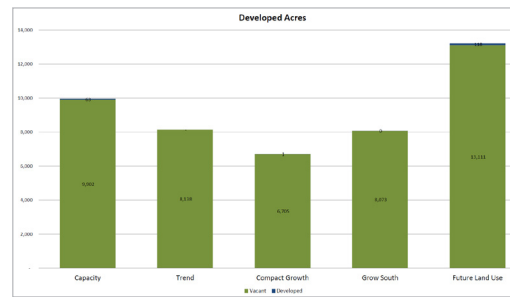
### Example Scenarios - Kosciusko County, IN

SCENARIO: Growth South

SCENARIO: Compact Growth



Housing Density Heat



Developed Acres based on Scenarios

# ORGANIZATIONAL FRAMEWORK



**Scott Fregonese**  
*3J Consulting*  
Role: Project Manager



**Steve Faust, AICP**  
*3J Consulting*  
Role: Principal-In-Charge/QAQC



**Julia Reisemann**  
*3J Consulting*  
Role: GIS/Scenario Planning



**Anaïs Mathez, AICP**  
*3J Consulting*  
Role: Public Involvement Advisor



**Todd Chase**  
*FCS Group*  
Role: Principal Economist



**Tim Wood**  
*FCS Group*  
Role: Economist





## STEVE FAUST, AICP

### ROLE: PROJECT MANAGER

Scott is a planner and geographer with almost twenty years of experience in land use and transportation planning and policy development. His work and research include major regional initiatives, comprehensive plans, local planning and policy, downtown plans, scenario planning and implementation strategies. He has a proven record of achievement and focuses on creative problem-solving and collaboration. Scott's skills in community engagement, meeting/event facilitation, team building, project coordination, and complex GIS analysis enrich all of 3J's projects.

Scott serves as an ongoing advisor on current and long range planning for Rockaway Beach and Ashland, OR. He also worked on Neighborhood Plus, a housing and revitalization plan, that was honored by the Greater Dallas Planning Council.



#### EDUCATION

B.S. Geography: Urban Planning,  
Oregon State University



#### AWARDS

OSU Spotlight Award



#### AFFILIATIONS

American Planning Assoc. Oregon  
Chapter

#### RELEVANT EXPERIENCE

- Rockaway Beach Current Planning; Rockaway Beach, OR
- Redmond Vision and Comprehensive Plan; Redmond, OR
- Our Salem, Vision & Comprehensive Plan Update; Salem, OR
- Payson General Plan; Payson, UT
- Tulsa Small Area Planning; Tulsa, OK
- Imagine Irving Comprehensive Plan; Irving, TX
- Main Streets on Halsey Corridor Plan; Wood Village, Fairview, and Troutdale, OR
- Neighborhood Plus: Revitalization Plan; Dallas, TX
- TramLinkBR Corridor Plan for Baton Rouge Streetcar (2015-2016); Baton Rouge, LA
- RENEWSA Corridor Study; San Antonio, TX
- Heartland 2050 Regional Vision; Omaha-Council Bluffs Metro Area, NE
- FUTUREBR Comprehensive Plan; Baton Rouge, LA
- Envision Utah, HUD Planning Process; UT
- San Diego Regional Vision; San Diego, CA



## STEVE FAUST, AICP

### ROLE: PRINCIPAL-IN-CHARGE

Steve is a land use planner with nearly 20 years' experience as a facilitator and community engagement specialist. As a public engagement specialist, Steve has led dozens of public involvement processes for diverse audiences. He is responsible for the oversight of all public involvement tasks from developing public involvement plans, to designing and coordinating implementation of public outreach activities, to documenting and evaluating the effectiveness of those efforts. Steve is an experienced designer of community questionnaires and manager of online tools designed to gather comments from people who prefer virtual forms of participation. He recently led an award-winning public engagement process for the Cornelius Town Center Plan. Steve is a current member and Acting Chair of the Oregon Citizen Involvement Advisory Committee. He is a Public Involvement Provider for the Oregon Department of Justice Alternative Dispute Resolution program.



#### EDUCATION

M.S. in Urban & Regional Planning,  
Portland State University

B.S. in Peace Studies, St. Johns  
University, Minnesota



#### REGISTRATIONS

American Institute of Certified  
Planners (AICP)



#### AFFILIATIONS

American Planning Assoc. Oregon  
Chapter

Senior-Level Public Policy Facilitator,  
Oregon Consensus

Public Involvement Provider, Oregon  
Department of Justice Alternative  
Dispute Resolution

Chair, Oregon Land Conservation &  
Development Commission Citizen  
Involvement Advisory Committee

#### RELEVANT EXPERIENCE

- Tillamook County, Cape Kiwanda Tourism Master Plan; Pacific City, OR
- Tsunami Land Use Guide for Oregon Coastal Communities; OR
- Oregon City Vision and Comprehensive Plan; Oregon City, OR
- Sherwood Vision and Comprehensive Plan; Sherwood, OR
- Redmond Vision and Comprehensive Plan; Redmond, OR
- North Plains Vision and Comprehensive Plan; North Plains, OR
- Camas Comprehensive Plan Vision; Camas, WA
- Canby Housing Needs Analysis , Housing Production Strategy, and Economic Opportunities Analysis; Canby OR
- Cornelius Town Center Plan; Cornelius, OR
- Washington Square Regional Center; Tigard, OR
- Comprehensive Plan Update Facilitation; City of Portland
- Lake Oswego Comprehensive Plan Update; Lake Oswego, OR
- Camas Comprehensive Plan Vision; Camas, WA
- White Salmon Comprehensive Plan Vision; White Salmon, WA



## JULIA REISEMANN

ROLE: GIS/SCENARIO PLANNING



### EDUCATION

M.S., Geography, Portland State University

B.S., Elementary Education, University of Karlsruhe, Germany

As GIS Manager, Julia is responsible for the collection, analysis and manipulation of GIS data. Quality geographic information is a cornerstone to planning and community building. For many projects, she works to create base case and alternative growth scenarios. She compiles numerous data sets which include: the built environment, vacant land layers, land use and parking inventories, identification of environmentally sensitive lands, and future master street plans. She is also experienced with growth capacity and build-out analysis, employment growth rate analysis, and redevelopment opportunity analysis.

### RELEVANT EXPERIENCE

- Redmond Vision and Comprehensive Plan; Redmond, OR
- Our Salem, Vision & Comprehensive Plan Update; Salem, OR
- Kosciusko County Comprehensive Plan; Kosciusko County, IN
- Imagine Irving Comprehensive Plan; Irving, TX
- Dallas Comprehensive Plan; Dallas, TX
- Heartland 2050: Omaha-Council Bluffs Regional Vision; Omaha, NE
- Sustainable Communities Initiative, Las Vegas, NV
- Joint Scenario Planning Project, Central Valley, CA
- FUTUREBR, East Baton Rouge Parish Comprehensive Plan; Baton Rouge, LA
- Compass Blueprint: Regional Vision for the Southern California Association of Governments
- PLANiTULSA, Tulsa Comprehensive Plan; Tulsa, OK
- The Grand Vision, Grand Traverse Region Land Use and Transportation Strategy; Michigan



## ANAÏS MATHEZ, AICP

### ROLE: PUBLIC INVOLVEMENT ADVISOR



#### EDUCATION

Master of Urban & Regional Planning (MURP), Portland State University

Bachelor of Science in Geography and Environment, McGill University, Quebec, CA



#### REGISTRATIONS

American Institute of Certified Planners (AICP)



#### AFFILIATIONS

American Planning Association, Oregon Chapter (OAPA)

American Planning Association of Oregon, Legislative and Policy

Affairs Committee (LPAC)

Northwest Trail Alliance (NWTA)

International Mountain Bike Association (IMBA)

American Alpine Club (AAC)

Access Fund

Anaïs works in various capacities as a project manager, facilitator, engagement specialist and writer. She helps prepare for and conduct public meetings, outreach activities and communications that engage diverse groups and a variety of stakeholders for communities across the state. Anaïs is experienced in facilitating meetings ranging from small focus groups and to large workshops. She excels at developing materials and presentations that use images and simple language to communicate complex ideas. She has led comprehensive planning processes around the state and conducted award-winning public engagement for both the Milwaukie Vision and Action Plan and the Cornelius Town Center Plan.

#### RELEVANT EXPERIENCE

- Oregon City Vision and Comprehensive Plan; Oregon City, OR
- Sherwood Vision and Comprehensive Plan; Sherwood, OR
- Redmond Vision and Comprehensive Plan; Redmond, OR
- Milwaukie Community Vision and Action Plan; Milwaukie, OR
- Cornelius Town Center Plan; Cornelius, OR
- Washington Square Regional Center; Tigard, OR
- Sherwood Housing Needs Analysis (HNA) and Economic Opportunities Analysis (EOA); Sherwood, OR
- Oregon DLCDC Housing Needs, Residential Code Update; Talent, OR
- Oregon DLCDC Housing Needs, Residential Code Audit; Bandon, OR
- Oregon DLCDC Housing Needs, Residential Code Update; Springfield, OR
- Equitable Housing Policy Analysis and Code Update; Oregon City, OR
- Sherwood West 2018 Urban Growth Boundary Expansion; Sherwood, OR



## TODD CHASE, AICP, LEED<sup>AP</sup>

### ROLE: PRINCIPAL ECONOMIST

Todd Chase is an FCS GROUP principal and economist with 37 years of experience in management consulting, financial analysis and economic analysis for public and private-sector clients. He has managed over 150 impact studies, annexation studies, funding strategies, and capital facility plans, with emphasis on growth management and sustainable “green” infrastructure. One of his specialties is providing detailed economic and fiscal impact assessments of the costs and strategies for implementing public and private improvements.

Todd has successfully managed dozens of large-scale land use/transportation plans with capital facility and funding elements; and he has assisted dozens of cities, counties, and states in adopting new transportation financing mechanisms to implement strategic projects. His work includes analysis of user fees, toll roads, fuel taxes, utility fees, tax rates, bonding capacity, impact fees, local improvement districts, benefit recovery districts, and grant accounting.



#### EDUCATION

BS, Economics, University of Florida

Coursework MAS Finance, Johns Hopkins University



#### REGISTRATIONS

American Institute of Certified Planners (AICP)

LEED® Accredited Professional



#### AFFILIATIONS

Consulting Engineers Council of Oregon, Board of Directors (2000-2002)

Portland Metro Council of Economic Advisors

Clackamas Economic Development Commission

Oregon DLCDC Economic Development Planning Advisory Committee

Association of Pacific Ports

#### RELEVANT EXPERIENCE

- City of Lincoln City, HNA/BLI/EOA and Housing Implementation Strategy; Lincoln City, OR
- City of Coos Bay, Housing Production Strategy Implementation Plan; Coos Bay, OR
- Florence HNA and EOA; Florence, OR
- Newport Affordable Housing Construction Excise Tax, SDC Methodology and Utility Rate Modeling; Newport, OR
- Tillamook County HNA and Buildable Land Inventory; Tillamook County, OR
- Strategic Plans for the Port of Bandon, Port of Umpqua, Port of Gold Beach, Port of Brookings Harbor, and Port of Newport.
- Manzanita Indirect Cost Allocation Plan, Manzanita, OR
- Port of Garibaldi and Port of Newport Federal Grant Assistance
- South Hillsboro Annexation and Funding Analysis & Implementation Strategy; Hillsboro, OR
- Tigard - River Terrace Community Plan & Annexation/Funding Strategy; Tigard, OR
- Wilsonville Frog Pond West and Coffee Creek Annexation and Funding Strategy, Wilsonville, OR
- Beaverton Annexation Fiscal Impact Analysis; Beaverton, OR



## TIM WOOD

### ROLE: ECONOMIST

Tim Wood is an FCS GROUP assistant project manager and planner/economist with 12 years of experience in economic and land use analysis. Tim specializes in demographic and market analysis, GIS analysis and community outreach.

Tim's expertise includes housing needs analysis (HNA) and benefit cost analysis (BCA) solutions. Beyond his work within the economic development and master planning environment, Tim also works throughout the Northwest in developing cost recovery programs inclusive of rate and fee modeling. Tim also serves on the Multnomah County Planning Commission.



#### EDUCATION

BS, Economics, University of Florida

Coursework MAS Finance, Johns Hopkins University



#### REGISTRATIONS

American Institute of Certified Planners (AICP)

LEED® Accredited Professional



#### AFFILIATIONS

Consulting Engineers Council of Oregon, Board of Directors (2000-2002)

Portland Metro Council of Economic Advisors

Clackamas Economic Development Commission

Oregon DLCD Economic Development Planning Advisory Committee

Association of Pacific Ports

#### RELEVANT EXPERIENCE

- City of Coos Bay, Housing Production Strategy Implementation Plan; Coos Bay, OR
- City of Lincoln City, HNA/BLI/EOA and Housing Implementation Strategy; Lincoln City, OR
- Tillamook County HNA and Buildable Land Inventory; Tillamook County, OR
- Hillsboro - South Hillsboro Annexation and Funding Analysis & Implementation Strategy
- Tigard - River Terrace Community Plan & Annexation/Funding Strategy; Tigard, OR
- Wilsonville Frog Pond West and Coffee Creek Annexation and Funding Strategy, Wilsonville, OR
- Pleasant Valley/North Carver Concept Plan; Pleasant Valley, OR
- Beaverton Annexation Fiscal Impact Analysis; Beaverton, OR
- Seattle Area Housing and Fiscal Impact Studies; Seattle, WA

## PROJECT EXPERIENCE

### COASTAL EXPERIENCE

3J and FCS both have vast experience working with communities on the Oregon coast. They recently partnered on projects in Coos Bay, Florence and Lincoln City. Their combined experience includes over a dozen coastal clients.

#### ROCKAWAY BEACH CURRENT PLANNING

##### ROCKAWAY BEACH, OR

As the contract planners for the City of Rockaway Beach, 3J works closely with City staff and the community to complete both current and long-range planning objectives. Responsibilities include holding weekly office hours, reviewing development permits, updating zoning code, pursuing long range planning projects, and presenting to planning commission and city council on relevant issues. Project manager Scott Fregonese recently updated the city's floodplain development ordinance to comply with the newest national flood insurance standards and is currently working on a project funded by a grant from the National Oceanic and Atmospheric Administration to make Rockaway Beach a tsunami resilient community.

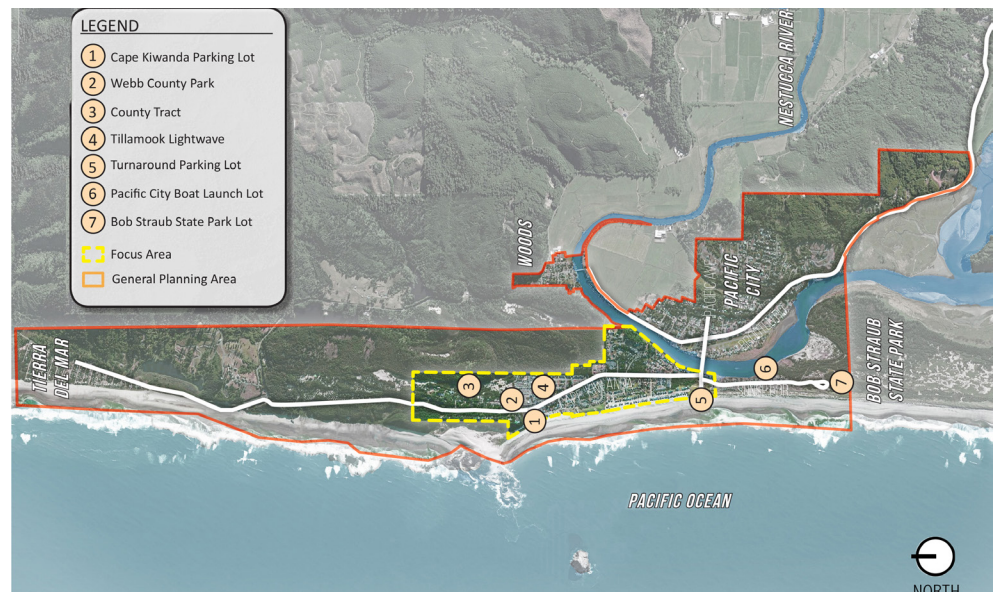


#### TILLAMOOK COUNTY, CAPE KIWANDA TOURISM MASTER PLAN

##### PACIFIC CITY, OR

3J led the year-long community process to develop the Cape Kiwanda Master Plan for Tourism Related Facilities. The goal of the Master Plan is to provide a sustainable blueprint to improve, locate and develop tourism facilities and infrastructure within the Cape Kiwanda Focus Area. The framework intends to:

- protect beauty and natural resources
- minimize and mitigate the adverse effects of visitors
- improve the visitor experience
- accommodate new visitors.



The team collaborated with over a dozen county, state and federal agencies, including Tillamook County Parks Department and Oregon Parks and Recreation Department. Public information sessions with residents, businesses and community organizations helped craft recommendations for improvements to existing infrastructure and create new tourism-related facilities.

The Master Plan includes:

- An inventory of existing and planned tourism facilities and infrastructure
- Recommended improvements to planned tourism facilities
- Recommended new tourism facilities
- Rough order of magnitude cost estimates
- A prioritized, phased implementation schedule.



## TSUNAMI LAND USE GUIDE FOR OREGON COASTAL COMMUNITIES

OREGON

3J team member Steve Faust helped develop an array of best practices and guidance tools for tsunami resilience in accordance with the Statewide Planning Goals and local government comprehensive plans along the Oregon Coast. In-depth research and creative thinking were used to develop best practice incentives and regulations for community tsunami resilience. The end product was the land use guidance document *Preparing for a Cascadia Subduction Zone Tsunami: A Land Use Guide for Oregon Coastal Communities*.

## CITY OF COOS BAY, HOUSING PRODUCTION STRATEGY IMPLEMENTATION PLAN

COOS BAY, OR

Working closely with city staff and local stakeholders and developers, FCS GROUP and 3J identified housing issues and determined solutions needed to address housing gaps for the City of Coos Bay. This project, funded by a grant from DLCD, was among the first Housing Strategy Implementation Plans developed statewide. FCS GROUP highlighted important infrastructure issues, identified existing development constraints and opportunities, and evaluated existing and new housing strategies with the Housing Advisory Committee. The Housing Strategy serves as a guide for formation and adoption of locally preferred policies aimed at spurring private housing investment.

## CITY OF LINCOLN CITY, HOUSING PRODUCTION STRATEGY IMPLEMENTATION PLAN

LINCOLN CITY, OR



FCS GROUP and 3J staff prepared the Lincoln City EOA, HNA and BLI in 2017 and recently completed a housing implementation strategy in 2022. The Housing Strategy includes new policies and actions that the City will undertake to help create new development opportunities for housing at all income levels. FCS GROUP assisted the City with the refinement and implementation of housing action strategies aimed at creating a public-private partnership to utilize existing public-owned land to leverage desired private construction in housing and commercial development.



## OTHER RELEVANT EXPERIENCE

3J's team members have worked on over a dozen comprehensive plan updates for clients throughout the country. The projects highlighted below showcase projects for clients throughout Oregon and SW Washington.



### CITY OF REDMOND, VISION AND COMPREHENSIVE PLAN

REDMOND, OR

3J prepared and implemented a work plan and budget to lead Redmond 2040, a city-wide effort to update the Redmond Comprehensive Plan. The project kicked off with a robust public engagement program to learn what makes Redmond special, what is important to protect for the future, and what community members would like to see change by 2040. Engagement activities included stakeholder interviews, Community Conversations, tabling at community events, and three Redmond Summits. The project also included scenario planning to envision future development and update the City's Comprehensive Plan Map. The project resulted in a vision, goals, policies, and implementation measures to guide future growth and development. The Comprehensive Plan was adopted in fall of 2020.



**“STEVE AND ANAÏS BOTH HAVE A WONDERFUL ABILITY TO CONNECT WITH PEOPLE AND BRING OUT THE IDEAS THAT WILL SHAPE AND IMPROVE OUR COMMUNITY FOR MANY YEARS TO COME.”**

-Deborah McMahon, Planning Manager; City of Redmond

## CITY OF SHERWOOD, VISION AND COMPREHENSIVE PLAN

SHERWOOD, OR

3J designed, managed and led the City of Sherwood Comprehensive Plan Vision, a city-wide community engagement process that outlined a desired future for the Sherwood community in the year 2040 priorities.

The Visioning Process engaged community members to develop a shared understanding of Sherwood today and set goals for policy development, anchoring a planning process that will address key issues for the future. 3J conducted engagement activities and synthesized feedback from community conversations, stakeholder interviews, online surveys and social media campaigns, two vision summits, and outreach through various city-wide festivals and events. The vision process had over 1,000 touches with the community over the course of eight months and resulted in a unanimous acceptance by City Council in January 2019.

Upon successful completion of the vision, 3J was retained to manage and lead the City of Sherwood's Comprehensive Plan update. 3J developed goals for key topic areas and developed policies and objectives to realize the vision. In addition, 3J facilitated advisory committees, topic area conferences and outreach activities to identify policy priorities.

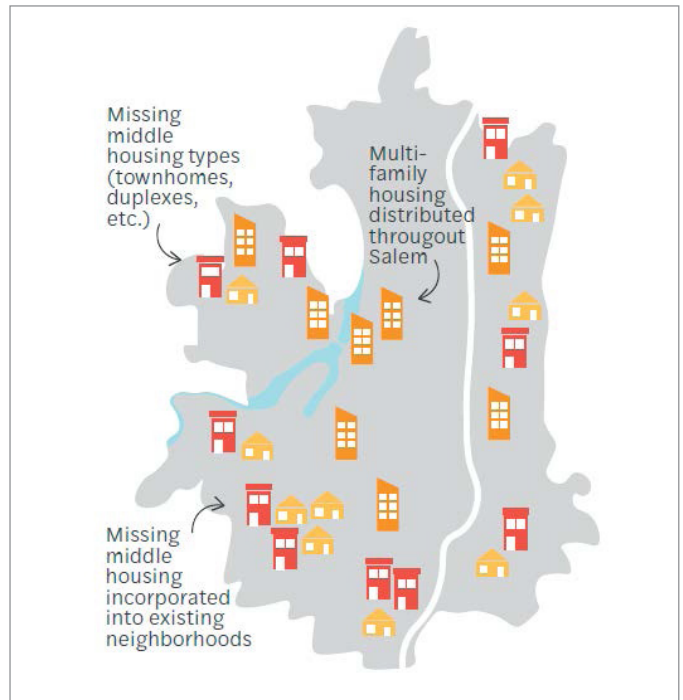
The Comprehensive Plan was adopted unanimously in December 2021.



## OUR SALEM: PLANNING FOR GROWTH, VISION AND COMPREHENSIVE PLAN

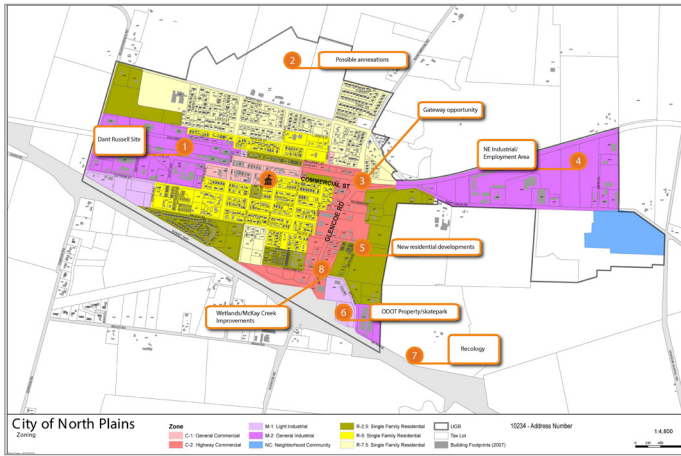
SALEM, OR

3J team member Scott Fregonese led the update of Salem's Comprehensive Plan while at Fregonese Associates. The Our Salem project was a multi-phase project to update the Salem Area Comprehensive Plan to guide and plan for how and where the city will grow. The project included a Community Vision, Scenario Planning, Comprehensive Plan Update, Comprehensive Plan Map, zoning map, and zoning code updates. The plan has goals, policies, and maps that shape everything from where multifamily housing is built, to how our street system is designed, to how natural resources are protected. The City Council adopted the updated plan and other associated changes on July 25, 2022. The City is now working on a variety of projects to implement and advance the goals and policies in the updated Comprehensive Plan.



## CITY OF NORTH PLAINS VISION AND COMPREHENSIVE PLAN

NORTH PLAINS, OR



3J assisted the City of North Plains with a three-year process to update the City's comprehensive plan. The first year was a robust community process to create a 20-year vision for North Plains. The final vision included focus areas that led directly into the City's Comprehensive Plan Update and the acquisition of three state grants to update the data for specific comprehensive plan elements. In the second and third years, as the City initiated work to update housing and economic analyses. Tasks included facilitating a Steering Committee, holding public meetings, administering surveys, conducting community conversations with a range of local groups and interested parties, reviewing and updating all chapters of the comprehensive plan, and formatting the document in an attractive and easy-to-read layout. The Plan was adopted unanimously in 2019.

3J is also assisting the City with an Urban Growth Boundary (UGB) expansion to accommodate the City's 20-year employment and residential land needs. Phase I of the multi-year project focused on: 1) refining the land need through updating the City's housing and economic analyses based on 2020 population projections; 2) refining the land supply through updating the City's buildable lands inventory and enacting land efficiency measures within the existing city limits; and 3) establishing the UGB expansion study area per state regulations. Phase 2 assessed the study area relative to through a Goal 14 Boundary Location Analysis.

## CITY OF MILWAUKIE VISION AND ACTION PLAN

MILWAUKIE, OR

3J team members assisted the City of Milwaukie with a new Community Vision to guide an update to the City's Comprehensive Plan. Tasks included facilitating a steering committee and advisory committee, conducting stakeholder interviews, developing key messages and designing a robust community engagement strategy. The strategy included methods for reaching diverse populations through associated translations, conducting community conversations in multiple languages, running a Youth Action Team to canvass local businesses and plan and facilitate two community-wide town halls, complete with childcare and simultaneous translation services.

The Community Vision and Action Plan was embraced by the Milwaukie community, City Department Heads and the City Council, and was unanimously adopted in September 2017. The city's public outreach efforts included:

- 5 fairs and events;
- 20 stakeholder interviews;
- 30 "Community Conversations" in 2016-17, with more than 500 participants;
- 4 online surveys, with more than 500 responses;
- 7 Vision Advisory Committee meetings; and
- Active engagement through its website and on social media.

**THE PROJECT WON THE OREGON CHAPTER OF THE AMERICAN PLANNING ASSOCIATION'S 2017 AWARD FOR PUBLIC INVOLVEMENT.**



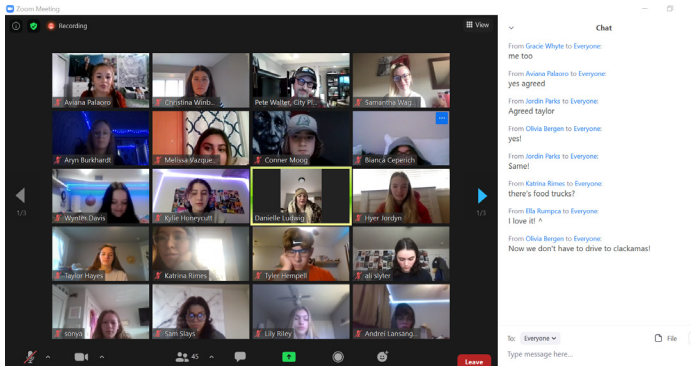
*3J led, trained and managed a group of high school students for Milwaukie's Youth Vision Action Team.*

## CITY OF OREGON CITY, VISION AND COMPREHENSIVE PLAN

OREGON CITY, OR



In partnership with Otak, 3J prepared and is implementing a work plan and budget to lead Oregon City's 2040 Vision and Comprehensive Plan Update. The project began with a community-wide visioning process to craft a vision for how to approach development over the next 20 years and guide city decision-making. Through community conversations, online surveys and virtual open houses, the visioning process uncovered key themes and community priorities which will shape the new Comprehensive Plan elements. 3J convenes and manages a 30-member Project Advisory Committee that represents diverse interests and backgrounds and is leading policy development for the Comprehensive Plan based on its new plan elements. Tasks include facilitating meetings and conducting workshops to identify key concepts for policies and implementation strategies, as well as providing regular project updates to the planning and city commissions. 3J is working with City staff and the advisory committee to draft an updated Comprehensive Plan that will guide City investments and decision-making over the next twenty years.



*3J will tailor our community outreach to the City of Seaside's needs. The COVID-19 pandemic hit the US during the Oregon City Vision and Comprehensive Plan process. Our team worked closely with the City to adapt traditional community engagement strategies that drove broad and meaningful participation.*

## CAMAS COMPREHENSIVE PLAN VISION

CAMAS, WA

While at Cogan Owens Greene, Steve Faust led an effort to develop and implement a visioning and public outreach strategy for the City of Camas to guide an update of their comprehensive plan. Steve facilitated a vision steering committee and led a series of public engagement activities, including developing a community profile, conducting meetings with local organizations, administering online questionnaires, engaging with youth, and facilitating two vision workshops.

These activities resulted in a vision that includes various themes related to the comprehensive plan and a categorized list of action items.

## CANBY HOUSING NEEDS ANALYSIS, HOUSING PRODUCTION STRATEGY, AND ECONOMIC OPPORTUNITIES ANALYSIS

CANBY, OR

In partnership with FCS GROUP, 3J is assisting the City of Canby with a Housing Needs Analysis (HNA), Housing Production Strategy (HPS), and Economic Opportunities Analysis (EOA). The HNA will determine if Canby has sufficient land to accommodate residential needs over the next 20 years. Likewise, the EOA will determine if the City can accommodate the 20-year need for employment. Both the HNA and EOA include a buildable land inventory (land supply), studies to estimate the 20-year demand for jobs and housing, measures and policies to accommodate needed jobs and housing, a determination if there is a need to expand the city's Urban Growth Boundary, interviews with key stakeholders, and facilitation of advisory committee and public meetings. The HPS identifies additional tools and actions to address the housing need identified in the HNA.

### OTHER HOUSING NEEDS ANALYSIS (HNA) & HOUSING IMPLEMENTATION PLAN (HIP) PROJECTS:

- Oregon Cascades West Council of Governments
- Lincoln City
- Millersburg
- Mt. Angle
- Sweet Home
- Winston

## EXPERIENCE WITH PUBLIC ENGAGEMENT



The 3J team offers a community-driven process that is open, transparent and inclusive. Our approach seamlessly integrates the many moving parts of the Comprehensive Plan update, HNA and EOA processes through strategic and purposeful engagement. In fact, it is difficult to separate community engagement tasks from the technical work as each is essential to the other.

We will encourage community-wide participation by providing many opportunities for public exchange in a variety of formats and locations. Our goal is to meet people where they already spend their time, rather than always asking them to attend another meeting.

### PROACTIVE OUTREACH

The 3J team will support the City with expert guidance on community engagement strategies, and design and conduct outreach activities. Our overall project management approach is based in proactive planning that remains iterative and flexible, building success in every step of the process. The Community Engagement Plan establishes consultant, City staff, and advisory committee roles and a schedule for public engagement, ensuring everyone is fully prepared for their defined roles. We ensure information is accessible through social media and website development, graphic design, open houses, surveys and online mapping tools.



In advance of every major touchpoint with the community, we prepare detailed event worksheets that outline meeting objectives, identify the format, space layout, and needed technology equipment, and describe the exercises or activities. We include timelines and production schedules for community notices and event materials. These tools are helpful for creating a shared understanding of roles and responsibilities within the team and ensures details are thought out with ample lead time.



## COMMUNICATION TOOLS

We will work with City staff to use a variety of methods to notify residents about events and other opportunities to be involved in the process. We seek a proper balance between these tools in order to achieve maximum engagement.



We will use the City's project branding on all materials, ensuring continuity and visibility for the Vision and Comprehensive Plan process.



The 3J Team will develop a project website and web content to support the planning effort



Our team is well acquainted with social media services that supplement traditional public relations and media approaches. We will provide City staff with content for their social media platforms, such as the City's Facebook and Twitter accounts to increase project awareness and provide multiple avenues for community input.



We will prepare media releases to the Seaside Signal and other local media outlets for the City to distribute.



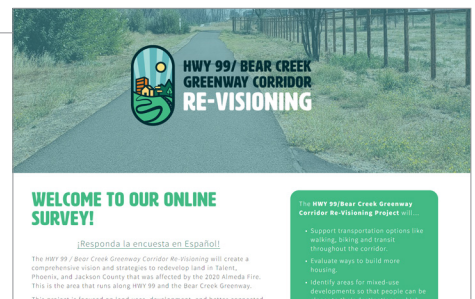
We will prepare flyers, newsletters, facts sheets and other materials to educate and inform the public.



The City will maintain a database of e-mail addresses of people who express interest in the planning process. We will prepare e-blasts for the City to distribute to help notify people about events and activities. Interested parties will have several opportunities to join the mailing list, such as on the project website and at public meetings and events.



Surveys will be used to gather the general interests and positions of the public throughout the process. The data from these surveys will be aggregated and used to inform various elements of the Comprehensive Plan.



## PUBLIC OUTREACH INTEGRATION

As process-driven project managers and public involvement experts, the 3J team ensures all elements of the Comprehensive Plan and TSP update operate in tandem. Our approach bridges technical work and processes with opportunities for iterative review among stakeholders and the community. As part of our project management process, we conduct kick-off meetings with the internal consultant team for each major project task. These internal kick-off meetings provide an opportunity to review and confirm roles and deliverables and discuss the integration of key products with community engagement milestones. As a result, stakeholders feel their involvement was meaningful and can see how they contributed to the creation of the vision and plan updates, and community members become champions of the outcomes and build capacity to participate in future planning processes. These efforts result in seamless work products and positive relationships between City staff and community members.



## REFERENCES



City of Redmond  
 John Roberts, Deputy City Manager  
 541.923.7750  
 john.roberts@ci.redmond.



City of Salem  
 Eunice Kim, AICP, LEED GA, Long Range Planning Manager  
 503.540.2308



City of Rockaway  
 Luke Shepard  
 City Manager  
 503.374.1752  
 Lukeshepard@corb.us

*"I have been impressed with 3J's work ethic and timeliness and quality of deliverables, as well as a very strong and creative project management skill set that has kept our project on schedule and on budget.*

*But more than that I appreciate how 3J has crafted a project strategy that is specific to our community's needs. From culturally-conscious architectural design to public spaces explicitly favored by our residents, the plans being developed will be a true representation of our community's priorities and will align with the goals adopted by our city leadership."*

~ Ryan A. Wells, AICP - Former City of Cornelius Community Development Director

# BUDGET AND TIMELINE

## SEASIDE COMPREHENSIVE PLAN UPDATE COST ESTIMATE

TASKS	3J CONSULTING						FCS GROUP				TOTAL
	SCF \$194	SJF \$194	PLANNER \$110	JR \$154			TC \$290	TW \$190	EXPENSE	SUBTOTAL	
<b>Task 1. Project Management</b>	14	2	16	0	\$1,000	\$5,864	6	14	\$400	\$4,800	\$10,664
<i>Task 1.1 Project Kickoff</i>	2	2	4			\$1,216	2	2	\$400	\$1,360	\$2,576
<i>Task 1.2 Project Administration</i>	12		12		\$1,000	\$4,648	4	12		\$3,440	\$8,088
<b>Task 2. Existing Conditions Assessment</b>	24	0	36	12		\$10,464				\$0	\$10,464
<i>Task 2.1 GIS Data Collection</i>				12		\$1,848				\$0	\$1,848
<i>Task 2.2 SWOT Analysis</i>	12		12			\$3,648				\$0	\$3,648
<i>Task 2.3 Background Reports</i>	12		24			\$4,968				\$0	\$4,968
<b>Task 3. HNA and EOA</b>	18	0	20	56		\$14,316	24	98	\$600	\$26,180	\$40,496
<i>Task 3.1 Housing Needs Projection</i>						\$0	5	22		\$5,630	\$5,630
<i>Task 3.2 Economic Trends Analysis</i>	2			2		\$696	6	26	\$300	\$6,980	\$7,676
<i>Task 3.3 Buildable Lands Inventory</i>	10			44		\$8,716	2	4		\$1,340	\$10,056
<i>Task 3.4 Land Sufficiency Analysis</i>						\$0	6	26		\$6,680	\$6,680
<i>Task 3.5 Final EOA and HNA</i>	6		20	10		\$4,904	5	20	\$300	\$5,550	\$10,454
<b>Task 4. Community and Stakeholder Engagement</b>	98	12	214	6	\$2,600	\$48,404	6	24		\$6,300	\$54,704
<b>Task 5. Seaside Vision</b>	20	4	24			\$7,296				\$0	\$7,296
<b>Task 6. Goals and Policies / Scenario Refinement</b>	4	2	24	30		\$8,424				\$0	\$8,424
<b>Task 7. Comprehensive Plan</b>	22	12	42	6		\$12,140				\$0	\$12,140
<b>Task 8. Adoption</b>	12	4				\$3,104	4	4		\$1,920	\$5,024
<b>Total Hours</b>	<b>212</b>	<b>36</b>	<b>376</b>	<b>110</b>	<b>-----</b>	<b>734</b>	<b>40</b>	<b>140</b>	<b>-----</b>	<b>180</b>	<b>914</b>
<b>Total Fees</b>	<b>\$41,128</b>	<b>\$6,984</b>	<b>\$41,360</b>	<b>\$16,940</b>	<b>\$3,600</b>	<b>\$110,012</b>	<b>\$11,600</b>	<b>\$26,600</b>	<b>\$1,000</b>	<b>\$39,200</b>	<b>\$149,212</b>



## PROJECT SCHEDULE

		2023												2024				
TASK		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
1	Project Management	▲																
2	Existing Conditions Assessment																	
3	Housing Needs Analysis & Economic Opportunity Analysis																	
4	Community and Stakeholder Engagement			● ■		● ◆				● ◆					● ◆			
5	Seaside Vision																	
6	Goals & Policies / Scenario Refinement																	
7	Comprehensive Plan																■	
8	Adoption																	■

- ▲ Team Kickoff
- SC/TAC Meetings
- ◆ Seaside Summits
- PC/CC Briefings, Worksessions, Hearings



# Staff Report – City Council Meeting

Meeting Date: February 13, 2023  
Author: Spencer Kyle, City Manager  
Department: City Manager  
Subject: Appointment of City Attorney  
Type of Item: Appointment and Approval of Agreement

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## Introduction:

The City Council intends to appoint a new City Attorney to provide professional legal services.

## Background:

The charter of the City of Seaside recognizes the position of City Attorney as an officer of the City who is appointed by the City Council. Dan Van Thiel has been the City Attorney since his appointment in 1969. In 2022 the City Council directed the City Manager to conduct a recruitment for new legal counsel. At the January 23, 2023 City Council work session the City Council interviewed two legal firms who had responded to the city's request for proposals. The two firms were Beery Elsner & Hammond LLP (BEH) and Lane Council of Governments (LCOG).

## Department Review:

The City Council conducted the interviews with each firm to determine their experience and ability to perform the duties of City Attorney. Specifically, each firm was asked about their experience and expertise related to:

- strengths in dealing with local government problems
- drafting ordinances, resolutions, and updating charters
- general employment and human resources law
- public records and public meeting laws
- developing and recommending policies and or laws relating to growth
- land use planning and zoning requirements
- drafting short-term vacation rental rules, regulations and laws
- navigating recent changes in law regarding unhoused populations

Based upon the proposals submitted by each firm that their response to the Council's questions during the interviews, the City Council directed staff to bring back an appointment Beery Elsner & Hammond LLP as City Attorney as well as an agreement for legal services for Council consideration.

## Budget Impact:

The City has previously engaged in legal services based upon a monthly flat rate of \$3,604.60 (\$43,225 annually). The new agreement includes a billing rate as follows:

Partners and Of Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Paralegals	\$175.00
Legal Assistants	\$150.00

The City realizes and recognizes that costs of legal services will likely be higher under the proposed model. At this time, staff cannot estimate the future cost of legal services. The annual cost will depend upon the number of items directed for legal review and their complexity. Staff is working to include funding in the FY 2023-24 budget that will be sufficient for the City's needs.

In addition, representatives from BEH have offered to change the form of billing to a flat rate after a year or more of experience. The City Council and BEH can review that option at a future time. At this time, the City's Finance Director has indicated confidence to afford the new legal services in this fiscal year's budget and next year's budget.

It is important to note that the fees charged by BEH are consistent with fees billed to municipalities for legal services. This rate is significantly less than other organizations might find in the private sector.

**Alternatives:**

The City Council has directed staff to bring BEH to the City Council for appointment. The appointment is made at the Council's sole discretion. They City Council may also consider the other applicant or may consider to reopen the recruitment of a City Attorney.

**Requested Action:**

If the City Council is ready to appoint BEH as City Attorney, a councilor would make the following motion:

"I move that the City of Seaside appoint Beery Elsner & Hammond LLP as City Attorney and approve the attached personal services agreement."

**Attachments:**

1. Personal Services Agreement
2. BEH Proposal

**PERSONAL SERVICES AGREEMENT**

**CITY OF SEASIDE  
and  
BEERY, ELSNER & HAMMOND, LLP**

THIS Agreement is made and entered into this 13 day of February, 2023, by and between the City of Seaside, an Oregon municipal corporation (“CITY”), and Beery, Elsner & Hammond, LLP, an Oregon limited liability partnership (“ATTORNEY”).

WHEREAS, CITY has need for legal services with the particular training, ability, knowledge and experience possessed by ATTORNEY; and

WHEREAS, CITY has determined that ATTORNEY is qualified and capable of performing the professional services as CITY does hereinafter requires, under these terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LEGAL SERVICES

ATTORNEY will provide legal advice upon request of the City Manager, City Council, Mayor or other consultants representing CITY.

2. ATTORNEY IDENTIFICATION

ATTORNEY shall furnish CITY with its employer identification number, as designated by the Internal Revenue Service.

3. COMPENSATION

A. Payment will be made to the ATTORNEY for the services identified based upon a detailed monthly billing showing work performed. Payment will be made within 30 days of CITY’s receipt of the detailed monthly billing from ATTORNEY.

B. Hourly rates:

Partners and Of Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Paralegals	\$175.00
Legal Assistants	\$150.00

*It is understood that the above rates may be adjusted or changed by ATTORNEY on not more than a yearly basis with not less than 60 days written notice to CITY.*

- C. CITY shall reimburse ATTORNEY for out-of-pocket expenses at ATTORNEY'S direct cost without additional markup.

4. INDEPENDENT CONTRACTOR

ATTORNEY shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 2 of this Agreement.

5. TERM AND TERMINATION

At any time with or without cause, CITY or ATTORNEY shall have the right to terminate this Agreement. If CITY terminates the Agreement, it shall deliver full payment to ATTORNEY for services rendered to the date of termination.

6. INDEMNITY AND INSURANCE

- A. Indemnity: ATTORNEY shall defend, indemnify, and hold the CITY, its officers, and employees harmless from any third-party claims that result in liability, loss, or expenses to the CITY, provided that such duty is limited to the proportional extent that the liability, loss or expense results from the negligence or willful misconduct of ATTORNEY in the performance of its services under this agreement. Notwithstanding the foregoing, CITY acknowledges that ATTORNEY in its capacity as City Attorney is acting as an Agent of the City and therefore agrees to be responsible under the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300) for defending, saving harmless and indemnifying ATTORNEY while it is acting within the scope of its engagement as City Attorney.
- B. Liability Insurance: ATTORNEY shall maintain professional liability insurance insuring ATTORNEY against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar.
- C. Workers Compensation Coverage: ATTORNEY hereby certifies that ATTORNEY has qualified for State of Oregon Worker's Compensation coverage either as a carrier-insured employer or as a self-insured employer.

7. NOTICES

All notices shall be made in writing and may be given by email or by mail, addressed as follows:

CITY: Spencer Kyle, City Manager  
City of Seaside

989 Broadway St.  
Seaside, OR 97138-7826  
Email: [skyle@cityofseaside.us](mailto:skyle@cityofseaside.us)

ATTORNEY: Emily Matasar  
Beery, Elsner & Hammond, LLP  
1804 NE 45th Ave.  
Portland, OR 97213-1416  
Email: [emily@gov-law.com](mailto:emily@gov-law.com)

8. WORK IS PROPERTY

All work, including, but not limited to documents, drawings, papers, electronic media, and photographs, performed or produced by ATTORNEY under this Agreement, shall be the property of CITY.

9. SUCCESSORS AND ASSIGNMENTS

A. ATTORNEY shall not assign any of its obligations hereunder without the prior consent of CITY.

B. ATTORNEY may, with CITY'S consent, subcontract services provided under this agreement when a specialized need for legal services arises.

10. MODIFICATION

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. NO WAIVER OF LEGAL RIGHTS

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

12. COMPLIANCE WITH LAWS

The Agreement shall be governed by the laws of the State of Oregon. To the extent applicable, ORS 279B.220 through 279B.235 are incorporated into this Agreement by reference. Venue shall be in the Circuit Court for Clatsop County, Oregon.

13. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its duly authorized undersigned agents and ATTORNEY has executed this Agreement on the date hereinabove first written.

CITY OF SEASIDE

BEERY, ELSNER & HAMMOND, LLP

By: \_\_\_\_\_  
Title: Spencer Kyle, City Manager

By: \_\_\_\_\_  
Title: Ashley Driscoll, Partner

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

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

Approved by \_\_\_\_\_ City Council on \_\_\_\_\_

December 6, 2022

**SENT VIA PRIORITY MAIL**

Spencer Kyle  
City Manager  
City of Seaside  
989 Broadway St.  
Seaside, OR 97138-7826

Re: Proposal for City Attorney Services

Dear Mr. Kyle:

Enclosed please find our firm's proposal for City Attorney Services. We have included eight copies as requested in the City's solicitation.

We believe the City will find that our commitment to representing only local governments uniquely allows us to provide tailored, cost-effective legal services, completely free of conflicts of interest from non-public clients. As highlighted in the enclosed response, we are highly qualified to be selected as City Attorney for the City of Seaside.

Thank you for the opportunity to respond and for your consideration of the enclosed materials. Please do not hesitate to contact me should you or the City Council have questions.

Sincerely,



Ashley O. Driscoll  
Partner

AOD/yh  
Enclosures



## **Proposal for City Attorney Services**

*Date of Submission: December 6, 2022*

City of Seaside  
Spencer Kyle  
City Manager  
989 Broadway St.  
Seaside, OR 97138-7826

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## **A. Introduction/Statement of Understanding**

BEH is a Martindale-Hubbell AV-rated law firm which has exclusively represented public bodies in Oregon and Washington since its inception in 1998. Our attorneys have over 100 years of combined experience serving both as general and special counsel to local governments. Our expertise covers all aspects of government concern, including general municipal law, procurement and public contracting, real estate transactions, land use and zoning, labor and employment, urban renewal, annexation and withdrawals, intergovernmental relations, water and utility law, public works, budget and finance, public meetings and public records, litigation, code enforcement, regulatory matters, ethics, and elections. This depth of local government experience is unmatched by any other law firm in the state and has earned BEH an unparalleled reputation as municipal lawyers of the highest caliber in both legal skill and ethical behavior. Our commitment to representing only local governments uniquely allows us to provide tailored, cost-effective legal services, completely free of conflicts of interest from non-public clients.

We understand and are fully comfortable with the scope of proposed legal services identified by the City.

## **B. Qualifications**

### **1. Attorneys and Staff**

We include with this proposal the resumes of our eight attorneys. The individual attorneys' credentials and experience are detailed in each of the attached resumes.

The firm's attorneys are supported by two seasoned paralegals/legal assistants who help manage deadlines and assure the delivery of cost-effective and timely services. Yen Huynh has 28 years of legal experience; she joined in the firm in 2009 and provides general assistance to the firm's attorneys, specializing in litigation. Kristen Ketchel-Bain has 16 years of legal experience; she joined the firm in 2010 and provides general assistance to the firm's attorneys, specializing in land use.

### **2. Municipal Experience**

Please see the enclosed resumes.

### **3. Disciplinary Actions**

There are no disciplinary actions taken or pending against any of BEH attorneys or staff members for the past three years with state regulatory bodies or professional organizations.

#### **4. Areas of Knowledge and Experience**

Our firm is widely recognized for its expertise on the full range of topics fundamental to the operation of local governments. Following is a description of our firm's experience in each of the specific areas identified in the City's solicitation:

a. Land Use

BEH is recognized as one of the premier law firms practicing land use law in Oregon. We have several highly experienced land use attorneys with expertise in growth management and legislative matters; development review, hearings and appeals; and land use appellate experience. We also serve by appointment as Land Use Hearings Officer for Washington County, and serve as special land use counsel for various jurisdictions, including Clatsop County and Hood River County.

Our attorneys regularly conduct training for the Oregon State Bar on land use issues and have authored a new chapter in the state Bar's treatise, "Land Use." One of our attorneys has served for many years as a legislative advisor to the State Bar's Land Use and Real Estate Section and was a member of that body's executive committee. We also routinely provide comprehensive land use training for many planning commissions and city councils.

b. Personnel Matters and Labor Negotiations

Several of our attorneys are accomplished in personnel and employment law matters, including advising public bodies on discipline and discharge, wage and hour compliance, reductions in force, military leave, medical leave and accommodations, harassment investigations and complaints, whistleblowing and retaliation complaints. We also routinely update personnel handbooks, policies and forms, and draft employment contracts as well as separation and settlement agreements for our clients. Two of our attorneys hold professional certificates in workplace investigations and regularly conduct investigations as special legal counsel for various jurisdictions in Oregon.

Our experience with labor law matters includes providing routine advice on interpreting and enforcing labor agreements, conducting labor negotiations, labor arbitrations, representing employers in unit representation and unit clarification matters, defending unfair labor practice complaints, and settling grievances. One of our attorneys serves as special labor counsel to a number of jurisdictions, in addition to advising our full-time clients.

c. Franchises and Franchise Fees

Our firm has a long history of working on franchise matters for our clients. Currently, we assist clients on various franchise matters, especially those dealing with solid waste haulers. While we also work with clients on other franchise related matters, such as with telecom and cable companies, we find that it is much more cost-effective for our clients for our firm to subcontract much of this work with attorneys who specialize in this area of law. One of our former colleagues, Nancy Werner, is a nationally known expert in this area, and subcontracts with us for several of our clients to ensure the best work product possible. In conjunction with our work with Nancy, we also remain abreast of current topics in this area and often assist with various negotiation and compliance matters, including drafting ordinances

addressing right-of-way management and compensation from utilities, and advising clients on issues of authority and preemption under the many state and federal laws and regulations that impact franchising. The firm's franchising experience also includes working with gas and electric providers.

d. Taxes, Fees and Charges

We have litigated matters in a wide range of municipal law topics, including system development charges (SDCs), municipal financing of improvements, and governmental authority to charge fees and taxes. We have advised clients about the relationship between various user and utility fees and Measures 5 and 50. We also have significant experience providing day-to-day assistance with these matters, including establishing and amending SDCs for a wide variety of capital improvements, successfully defending clients against SDC challenges brought by home builders, as well as SDC alternatives such as establishing local improvement districts, advance financing/reimbursement districts, and economic improvement districts.

Our counsel on financial matters such as these is tailored to the individual client's objectives and challenges. Through our depth of experience our attorneys can present and analyze a myriad of options for clients and work through challenges specific to the project at hand. For example, our firm recently advised the City of Cannon Beach through the implementation of a new tax on prepared foods, which the city is using to fund emergency services and a new city hall and police station. Our firm also regularly advises Cannon Beach and other clients on issues related to transient lodging taxes.

Two of our attorneys drafted the Legal Guide to Collecting Lodging Tax in Oregon for the League of Oregon Cities, published in 2019. Two other attorneys drafted the Economic Development chapter of the Oregon Municipal Handbook, published in October 2022. This chapter provided a comprehensive overview of the Oregon laws pertaining to urban renewal, economic improvement districts, and enterprise zones.

e. Annexation

Our firm is recognized for its depth and expertise in this important aspect of municipal law. We are knowledgeable not only about the legal provisions applicable to annexation, but also about the significant political ramifications that can ensue from annexation policy.

f. Police Matters

Advising police and other public safety officers is an important aspect of assisting our clients in providing an integral service to their communities. We work closely with law enforcement leadership to find creative solutions to protect public safety officers and citizens alike. We often assist with drafting policies and procedures; search and seizure issues; labor issues; responding to subpoenas on behalf of officers; responding to public records requests; and providing training and updates on qualified immunity issues. We have spoken on the legal issues surrounding body cameras and we stay abreast of "best practice" issues in law enforcement.

A recent example of this work includes working closely with law enforcement leaders and city councils to guide jurisdictions through issues related to camping and homeless populations. In these types of discussions our attorneys provided staff and council background on the legal issues, options to consider, and then advice on how to move forward based on the client's desires and risk tolerance. Our attorneys then worked closely with staff to recommend amendments to the city's code, if necessary, and with law enforcement staff on how to implement any changes. Although each community is unique, we find that on these types of statewide issues, our experience working with a large number of jurisdictions is advantageous (and often cost-effective) to each client as we can share experiences and knowledge learned through working with other clients.

g. Public Purchasing and Public Contracting

Our firm advises all clients regarding all aspects of the Oregon Public Contracting Code and the requirements it imposes on their procurement of personal services, construction services, and goods and trade services.

Over the years, we have developed a comprehensive set of local procurement rules and have adapted them for many of our clients. This has enabled each of these clients to establish extensive new regulations at a very reasonable cost. We stay current on all legal requirements in this area. We routinely assist clients with developing complex solicitation documents and advise our clients on the competitive bidding process, design-build alternatives, and CM/GC approach to larger public construction projects. In addition, we assist our clients in the handling of bid protests, bidding irregularities, and litigation arising out of the award or performance of public contracts. We also assist contract managers with the negotiation of requested revisions to standard contract language and in evaluating the risks related to proposed deviations from the requirements in those contracts.

h. Municipal Court Prosecutions

Our firm routinely assists our clients in the enforcement of codes, including nuisance abatement, dangerous buildings and permit, and land use violations in municipal court. We successfully defended the City of Dayton in two challenges arising from an enforcement decision in the city's municipal court. The city cited a property owner who was illegally operating a short-term rental. The owner appealed the citation to the municipal court, which upheld the citation. The owner twice challenged the municipal court's decision in circuit court where both cases were dismissed on procedural grounds. The owner then appealed the decisions to the Court of Appeals, which upheld the circuit court's decisions in both cases.

We also regularly advise the municipal court clerk on procedural issues, draft settlement agreements, and prepare motions and judgments as requested. However, with respect to the prosecution of routine traffic infractions and other similar municipal court matters, we find that utilizing the services of outside counsel whose practice is focused on prosecution of such cases is more cost-effective for our clients. We have assisted many of our clients in retaining the services of a municipal court prosecutor and those relationships have proven quite beneficial for the cities.

i. Planning, Construction and Operation of Public Facilities

The attorneys at BEH have worked with our clients to plan, construct and operate various public facilities ranging from police and fire stations, city halls/civic centers, public work facilities, water treatment plants, to libraries and community/recreation centers. Additional related work has included working with community partners on affordable housing projects, including a mixed-use library/affordable housing project in Cornelius, Oregon, as well as the building of a minor league baseball stadium in Hillsboro, Oregon. Our assistance begins at the feasibility and planning stages, then working on finance and funding matters, through the public contracting and construction phases and into operations.

j. Urban Renewal

Our firm is one of a very few actively practicing and experienced in urban renewal law. We currently serve as general counsel to several urban renewal agencies, including the Hillsboro Economic Development Commission, the Corvallis Urban Renewal Agency, and the Canby Urban Renewal Board, and have advised the Portland Development Commission—Oregon’s largest urban renewal agency—on a variety of topics, including public/private partnerships. We have a keen understanding of the politics that inform urban renewal, particularly the establishment of new urban renewal areas in the wake of recent legislative changes granting other taxing authorities more input into the process.

k. Open Meeting and Public Records

Questions regarding public records and meeting law are a nearly daily experience in our office. Our attorneys regularly conduct training and presentations in these topic areas and often provide newly elected officials with initial training. We are accustomed to assisting with public records requests and are well-versed in the lawful conduct of public meetings, hearings and executive sessions. We have decades of experience advising elected and appointed officials in public meeting matters, including parliamentary procedure. We are recognized as experts in this area of law and are often asked to speak at statewide conferences and trainings on public records and meetings.

l. Government Ethics

All of BEH’s lawyers are well acquainted in the general tenets of municipal law in Oregon, including ethics issues for elected and appointed officials. We often conduct training seminars for our clients and other attorneys on these and related topics and will advise clients of whether we believe a particular official has an actual or potential conflict of interest in a given matter.

m. Election Laws

We are experienced in representing our municipal clients on election law matters. Our work covers the full spectrum of election law issues, from creation of local election codes, to assisting with ballot titles, explanatory statements, initiative and referendum petitions and petition circulating, to post-election requirements. We have been retained to defend cities in election law challenges and ballot title challenges and frequently advise in matters under review by the Secretary of State.

## 5. Litigation Experience

All of our attorneys are experienced in multiple aspects of litigation and administrative law and appeals. We are admitted to practice in federal court, including at the Ninth Circuit Court of Appeals, and routinely practice in Oregon's circuit courts where inverse condemnation, writ of review proceedings, contract disputes and other litigation of importance to our clients is most often filed. We routinely handle appeals at the Oregon Land Use Board of Appeals, the Oregon Court of Appeals, and various other state and federal courts.

Our litigation experience goes beyond the court room and includes mediations, settlement conferences and arbitrations. We consult with clients to determine the most desired outcome and work diligently to achieve those results whether that includes a full litigation strategy or settlement options. We recognize that different situations call for different approaches and create flexible relationships with our clients to discern what approach is needed in each situation. Importantly, we also work closely with our clients on risk management issues to avoid litigation entirely.

Over the course of our careers, we have had the opportunity to handle numerous complex municipal issues on a wide range of subjects. A few examples include:

- We have successfully defended several clients in construction contract claims. Most recently we were able to settle a multi-year construction dispute with a public works contractor for an amount below the city's costs.
- As noted above, we often appear before the Land Use Board of Appeals on land use related matters. Representative cases include the successful defense of a planning commission decision approving a design review application for a downtown food court as well as a City's approval of an amendment to its land use code.
- Our courtroom work also extends to public safety matters including a recent defense of an extreme risk protection order in circuit court, which upheld an officer's determination to keep deadly weapons away from an individual who had threatened "suicide by cop," creating danger to themselves as well as the community.
- Our attorneys have successfully defended employers in labor arbitration hearings, including law enforcement termination arbitrations and labor contract interpretation arbitrations.
- We are currently working on a unique form of litigation known as a validation action seeking to clarify the ability of one local government to condemn property from another. This type of "affirmative" litigation is available only to governmental bodies and can be a powerful tool to ensure the legality of local government decisions.
- BEH also appears in court to defend local government decisions when necessary. For example, we defended a challenge to a city ordinance changing a downtown street system from a one-way to two-way traffic pattern.
- Our experience also includes representing clients before appellate courts, including, as mentioned above, a recent opinion affirming a circuit court decision upholding a city's ability to enforce its short-term rental regulations as well as authoring amicus briefs on behalf of the League of Oregon Cities.



## **6. Drafting Experience**

Negotiating, reviewing and drafting a wide array of contracts and other transactional documents for our municipal clients constitutes a significant portion of our practice. This includes extensive experience in drafting, negotiating and implementing intergovernmental agreements to create entities and provide a wide range of public services including water, sewer and related utility services, police services, storm water management, planning and population forecasting, and service delivery (including building permit and other shared services).

As our many years of practice in municipal law likely makes evident, we have significant experience with ordinance drafting and codification. We understand the differences between the various kinds of municipal enactments—such as resolutions, ordinances and orders—and are accustomed to assisting staff at whatever level is needed. Because we specialize in this field and limit our practice to representing local governments, we remain abreast of developments in the law and best practices for drafting codes, ordinances, resolutions and administrative policies, and ensure that ordinances comply with state statutes.

Significantly, with each of these types of documents we maintain a large library of examples and templates that can be used for our various clients. For example, state statutes often require every city to enact legislation about a certain topic, and in these situations our ability to leverage the experiences of our various clients often saves time and money and creates a better overall work product.

## **7. Oral Advice**

All of our attorneys are accustomed to attending city council meetings and planning commission meetings, either in person or via remote technology such as Zoom, Teams or over the phone, and providing oral advice as needed. Additionally, we are prepared to be available for all other special meetings, work sessions, and executive sessions or to simply meet with staff as needed to provide advice. We return all telephone calls the same business day or the following day.

## **C. Service Structure**

BEH is designed as a full-service law firm for local governments; we approach our work as an outside city attorney's office. We are a group of attorneys who individually possess expertise in various areas of municipal law, which when combined allows us to assist local governments with the myriad of issues they face on a daily basis. In this manner, we find that our clients receive the best and most cost-effective legal advice possible.

To accomplish this goal, BEH assigns an attorney to serve as the lead attorney for a client. This attorney usually serves as the first point of contact for a client. However, all of our attorneys work with each of our clients. Thus, depending upon the issue in question, the lead attorney will assign the work to the attorney with the greatest level of expertise and is best fitted to address the issue. In this manner, BEH ensures that all local governments—no

matter their size—have the ability to receive the same level of legal expertise as the largest cities in the Pacific Northwest.

We propose Emily Matasar as the lead attorney who would be the primary contact for the City. Emily would be responsible for delegating any work the City assigns—depending on the issue—to the appropriate attorney within our firm. All of our attorneys, however, are available to the City as needed.

#### **D. Clients/References**

The firm is proud to have a growing list of clients from all over the state. We serve as general counsel to 22 cities and 19 other municipal governments and as special counsel in land use, urban renewal and many other areas for approximately 50 additional clients. A partial list of cities in which BEH serves as the City Attorney includes:

City of Cornelius – 24 years	City of Dayton – 12 years
City of Fairview – 24 years	City of Forest Grove – 15 years
City of Happy Valley – 18 years	City of Hillsboro – 19 years
City of Molalla – 14 years	City of North Plains – 24 years
City of Sandy – 35 years	City of Sutherlin – 9 years

In addition to the references below, please feel free to contact any of our other clients or colleagues. We are confident that they will provide a positive assessment of our capabilities and responsiveness.

City of Cannon Beach  
Bruce St. Denis  
City Manager  
Tel. 503.436.1581  
[stdenis@ci.cannon-each.or.us](mailto:stdenis@ci.cannon-each.or.us)

City of Warrenton  
Esther Moberg  
City Manager  
Tel. 503.861.3927  
[emoberg@ci.warrenton.or.us](mailto:emoberg@ci.warrenton.or.us)

#### **E. Office Location/Process for Working with Staff**

Our office is located at 1804 NE 45th Ave., Portland, OR 97213. We have clients across the state, with a number on the northern Oregon coast, including the cities of Cannon Beach and Warrenton, and Clatsop County. Depending on the client’s needs and desires, our attorneys either attend public meetings remotely or in person. Our attorneys and staff are in frequent communication with city staff via the phone, email, virtually and, when requested, in person.

#### **F. Legal Backup**

As noted above, our firm approaches its work as an outside city attorney’s office and all of our attorneys work with each of our clients. We offer a redundancy of expertise so that our clients have an attorney available as needed. For example, a client who might normally work

with Chris on a land use matter need not wait until Chris returns from vacation for assistance. Rather, Josh, one of the firm’s other land use experts, would be available to assist in Chris’ absence. To that end, while Emily is the lead attorney who would provide services to the City, all of our attorneys are available to provide backup in her absence or unavailability.

## **G. Cost of Service**

We propose the following hourly billing rates for City Attorney services:

Partners and Of Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Paralegals	\$175.00
Legal Assistants	\$150.00
Attendance City Council meetings	Billed at hourly rate
Travel time	Billed at hourly rate

Out-of-pocket costs are billed at cost without markup and include postage, copies, conference calls, delivery fees, outside consulting, Westlaw research, lodging/airfare/car rental/parking, etc. Mileage is billed at IRS standard mileage rate.

## **H. Estimated Monthly Hours**

Based on our experience, the number of hours a client requires is dependent on the issues that particular client is addressing in any given month. There are certainly some months when there is a minimal amount of legal work necessary for a client, and in those months our work is limited to attending meetings as requested, and addressing everyday issues, such as public records requests and public contracting issues. Other months, however, necessitate a larger amount of attorney involvement—such as when an employment matter arises requiring the termination or discipline of an employee or when a client engages in complex real estate and development activities. Given that we represent only local governments, the nature of our practice affords our firm the ability to be available in those months when the workload is significant, while not needing to pester a client for work when there is not a need for attorney involvement. Typically, when one client is slow another is busy! Importantly, our attorneys take pride in the dedication we place on ensuring that our clients receive the most cost-effective legal services possible and work directly with clients to avoid unnecessary legal costs. For example, in working with our clients, we often determine that attendance by the city attorney is not necessary for city council meetings when no legal issues are likely to arise. This has created a significant cost savings for clients large and small, ranging from smaller cities such as Dayton, Molalla and Cornelius to our largest client, Hillsboro.

We have also found that our focus on local government is cost-effective for all clients. As discussed above, especially on statewide issues impacting local governments (homelessness, changes in land use regulations, legalization of psilocybin, etc.) we are typically working on the same issue for every client, which spreads the legal costs out among a large number of clients. When clients bring us these questions, we often have already done the research, drafted

memorandums or created documents, forms or model ordinances. This saves clients (particularly smaller clients) from having to bear the full cost of this work.

## **I. Form of Agreement**

A form agreement for legal service is attached.

## **J. Conclusion**

BEH attorneys focus solely on municipal law in order to help our clients achieve the results they desire for their communities. We care strongly for our clients and their communities and believe this is demonstrated through the high-quality work product we provide. It would be our honor to help your community thrive!

For more information about our firm and the professionals who work here, please visit our web site at <http://behllp.com/>.

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## MEMBERSHIPS

*Oregon State Bar*

*Oregon City Attorneys Association*

*Vice Chair, Sunshine Committee*

*Member, Office of Administrative Hearings Oversight Committee*

*Member, Region 6, Oregon State Bar House of Delegates*

*President Elect, Northwest United Women's Soccer*

*Board Officer, Oregon Adult Soccer Association*



## EMILY M. MATASAR

**Emily has 7 years of experience with a focus on public records, employment and municipal law.**

## EXPERIENCE

### BEERY, ELSNER & HAMMOND, LLP

Senior Associate 2022  
Associate 2020-2021

Provides legal services to local governments on general municipal issues, with a focus on public records, personnel and employment issues, government ethics and intergovernmental agreements.

### OFFICE OF THE GOVERNOR

Government Accountability Attorney 2016-2020

Responded to all public records requests received by the Office. Provided legal advice and training to staff on public records and transparency issues. Advised Executive Branch agency staff, including directors, on difficult public records questions. Promoted the Governor's transparency policy agenda, engaging agency staff, stakeholders, and legislators. Evaluated clemency applications and recommends disposition. Represented Office's interests in public records litigation and gathered records for discovery.

### ANGELI UNGER LLC

Contract Attorney 2015-2016

Reviewed documents, drafted motion to suppress in Federal criminal case, and oversaw other contract attorneys working on document review projects.

## EDUCATION

**Lewis & Clark Law School**, Portland, OR, Juris Doctor May 2014  
*Cum Laude*

**University of Michigan**, Ann Arbor, MI, Bachelor of Arts May 2004

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## **ACHIEVEMENTS**

*Rated Martindale-Hubbell AV Preeminent Attorney*

*Named Best Lawyers® Lawyer of the Year for Municipal Litigation (2021)*

*Appointed Member, OSB Bar Press Broadcasters Council (2011-present)*

*Appointed Member OSB Centralized Legal Notices Task Force (2014)*

*Former Chair of the Board of Directors, NE Community Child Development Center*

## **MEMBERSHIPS**

*Oregon State Bar*

*California State Bar (inactive)*

*U.S. Federal Ninth Circuit, N.D. California and Oregon Bars*

*Oregon City Attorneys Association (2009-2016)*

*OSB – Government Law Section Executive Committee (2013-present)*

*League of Oregon Cities Legal Advocacy Committee 2011-present and 2017, Chair*

*Multnomah Bar Association*

*AORAIACP*



## **CHAD A. JACOBS**

**Chad has specialized in local government law for over 21 years by providing legal advice to public officials at all levels of local government on a wide range of topics. He has represented clients in both the court room and in administrative law hearings.**

## **EXPERIENCE**

### **BEERY, ELSNER & HAMMOND, LLP**

Partner	2014-Present
Senior Associate	2011-2014

Provides legal services to local governments on a wide range of topics including government ethics, public meetings, public records, elections, charters, governance, tort liability, risk management, civil rights, constitutional issues, urban renewal, condemnation, intergovernmental agreements, and personnel and employment issues. Works with clients to negotiate complex transactions including public/private partnerships and drafts charter provisions, ballot measures, ordinances and regulations. Provides representation in court and before administrative agencies.

### **LEWIS AND CLARK LAW SCHOOL**

Adjunct Professor	2015-Present
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Teaches Oregon Local Government Law to second and third-year students.

### **LEAGUE OF OREGON CITIES**

General Counsel	2009-2011
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Provided in-house legal representation to membership organization in all legal matters including personnel and employment issues, contracts, litigation and organizational governance. Oversaw administration of legal division including budgetary matters and supervision of employees. Coordinated and drafted amicus briefs filed on behalf of the League of Oregon Cities. Provided information related to municipal laws and legal research to members.

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## CITY AND COUNTY OF SAN FRANCISCO

Senior Deputy City Attorney

2000-2008

### **SPEAKING TOPICS**

*Government Ethics*

*Public Meetings*

*Public Records*

*Urban Renewal*

*Bias in Land Use  
Proceedings*

*Limits on Political  
Activities by Public  
Employees*

*Exclusion and Trespass  
Ordinances*

*Anti-Harassment Policies  
and Procedures*

*Marijuana and Local  
Governments*

*Social Media and Local  
Governments*

*Systems Development  
Charges*

*Legal Ethics*

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Participated in all aspects of in-house counsel activities including client consultations, advice and trainings, litigation, drafting of internal and external legal documents and risk management. Practice areas focused on, but were not limited to issues concerning constitutional law, statutory interpretation, administrative law, labor relations, legal ethics, election law, government ethics, contracts, open meetings and public records. Assisted with and participated in litigation matters before the Ninth Circuit Court of Appeals, the United States District Court for the Northern District of California, the California Supreme Court, the California Court of Appeals and the San Francisco Superior Court.

### **EDUCATION**

University of California Hastings  
College of Law

J.D., 2000

American University

B.S.

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## **MEMBERSHIPS**

*Oregon State Bar*

*Multnomah Bar  
Association*

*Oregon Women Lawyers*

*Oregon City Attorneys  
Association*

## **SPEAKING TOPICS**

*Personnel issues*

*Workplace Investigations*

*Public Records and Public  
Meetings*

*Effective Discipline and  
Discharge*

*Public Employees Collective  
Bargaining Act*



## **ASHLEY O. DRISCOLL**

**Ashley has 10 years of experience with a focus on labor and employment law, public records and open meetings.**

## **EXPERIENCE**

### **BEERY, ELSNER & HAMMOND, LLP**

Partner 2019-Present  
Associate 2014-2019

Provides legal services to local governments on general municipal issues with a focus on labor and employment law, police and public safety, municipal liability and risk management, litigation and administrative law, and Oregon public meetings, records and ethics law.

### **LOCAL GOVERNMENT PERSONNEL INSTITUTE**

Labor Attorney 2012-2014

Represented cities, counties and special districts across Oregon. Labor and employment issues including PECBA, ADA, FMLA/OFLA, FLSA and discrimination. Successfully defended clients against unfair labor practice complaints, unit representation petitions and labor contract arbitrations. Appeared before the Employment Relations Board panel in oral arguments, as well as in front of mediators, arbitrators and administrative law judges. Led negotiations for 15 new and successor collective bargaining agreements. Presented at numerous city council and board of commissioner meetings, conferences and trainings.

### **BENNETT, HARTMAN, KAPLAN & MORRIS, LLP**

Law Clerk 2011-2012

Conducted legal research and drafted motions and memoranda. Produced high quality work submitted with minor changes to state and federal court.

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**OREGON DEPT OF JUSTICE, TRIAL DIVISION**

Torts & Employment

2010

Section Law Clerk

Drafted motions and conducted research for claims under the Civil Rights §1983, Oregon Torts Claims Act, Oregon RICO, “whistleblower” and employment retaliation laws. Attended motion hearings, depositions, trials and mediations. Participated in all stages of litigation from answering the initial complaint to composing the court order.

**EDUCATION**

Lewis & Clark Law School      J.D., Magna Cum Laude, 2012

College of the Holy Cross      B.A., Magna Cum Laude

Trinity College      Junior Year Abroad program



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## **ACHIEVEMENTS**

*Named to Best Lawyers® List for Practice areas of Land Use and Zoning Law and Municipal Law*

*Recognition by Best Lawyers® in America for 5 years*

*Named Best Lawyers® Lawyer of the Year for Municipal Litigation (2015 and 2020)*

## **MEMBERSHIPS**

*Oregon State Bar*

*U.S. Federal Ninth Circuit Bar*

*Multnomah Bar Association*

*Oregon State Bar Real Estate and Land Use Section*

## **SPEAKING TOPICS**

*Planning and Zoning Law*

*Constitutional Law*

*Annexation and Withdrawal*

*Infrastructure Finance and Government Relations*

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## **CHRISTOPHER D. CREAN**

**Christopher D. Crean has over 25 years of experience advising public agencies, including the Oregon Legislature, Multnomah County and, for the last 19 years, cities, counties and special districts statewide. Chris's practice emphasizes land use law, annexation, infrastructure finance, water law, municipal litigation and governmental relations.**

## **EXPERIENCE**

### **BEERY, ELSNER & HAMMOND, LLP**

Of Counsel 2006-Present

Provides legal services to cities, counties, and special districts. Practice areas include municipal governance, land use and development review, infrastructure financing, litigation, government relations, and appellate practice. Represents local governments before administrative agencies, the Land Use Board of Appeals and all levels of Oregon's judicial courts. Advises and advocates on behalf of cities and special districts before the Oregon Legislature.

### **LEWIS AND CLARK LAW SCHOOL**

Adjunct Law Professor 2015-Present

Teaches comprehensive municipal law course to second and third-year law students.

### **OFFICE OF MULTNOMAH COUNTY ATTORNEY**

Assistant County Attorney 2003-2006

Advised county agencies and elected officials on land use and development, property taxation, public contracts, school-based and emergency services. Litigated land use appeals before the Land Use Board of Appeals and represented County officials in Circuit Court and the Court of Appeals. Advised Board of County Commissioners and county departments on legislation affecting the county. Served as Special Counsel to Senate Committee on Environment and Land Use (2005). Drafted county ordinances.

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**PUBLICATIONS**

*Legislative Highlights,  
1999-2007, Real Estate  
and Land Use Chapter,  
Oregon State Bar.*

**MILLER NASH, LLP**

Associate Attorney

2000-2002

Practice areas included land development, water rights, general administrative law, government relations, telecommunications and public contracting. Advised clients obtaining land use approval for development projects. Litigated land use appeals, real property claims and water rights proceedings in Circuit Court, before the Court of Appeals and the Land Use Board of Appeals. Represented clients in local legislative proceedings and before the Oregon Legislature.

**OFFICE OF LEGISLATIVE COUNSEL**

Deputy Legislative Counsel

1995-2005, 2002-2003

Provided legal advice to the Oregon Legislature in the areas of land use, real estate, utility regulation, economic development, constitutional and administrative law. Testified before legislative committees regarding proposed legislation and related matters. Drafted legislation and provided legal advice regarding same. Reviewed administrative rules for compliance with enabling legislation.

**EDUCATION**

American University

Washington College of Law

J.D., 1994

Earlham College

B.A.

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## **ACHIEVEMENTS**

*Recipient of the American Society of Public Administration's Louis Brownlow Award*

## **MEMBERSHIPS**

*Oregon State Bar*

*North Carolina State Bar (inactive)*

*American Bar Association*

*Oregon City Attorneys Association*

*Association of Workplace Investigators*

## **SPEAKING TOPICS**

*Social Media*

*Employment Law*

*Workplace Investigations*

*Public Records/Meetings*

*BOLI Prevailing Wage Rate Coverage*

*Determination Process*

## **PUBLICATIONS**

*Frayda Bluestein and Maureen Berner, Documenting Disparities in Minority Contracting: Legal Requirements and Recommendations for Policy-Makers, Public Administration Review*



## **HEATHER R. MARTIN**

**Heather has over 15 years of experience with a focus on labor and employment law, real estate transactions, public finance and general governance.**

## **EXPERIENCE**

### **BEERY, ELSNER & HAMMOND, LLP**

Of Counsel 2019-Present  
Senior Associate 2007-2019

Provides legal services to local governments on general municipal issues with a focus on employment/labor issues including advising public bodies on discipline and discharge, wage and hour compliance, family medical leave, discrimination complaints, personnel handbook drafts and updates, and responding to BOLI and EEOC complaints; real estate issues including acquisition of property, review of easements, right-of-way agreements and public-private partnership development agreements including prevailing wage rate determinations; and other public records/open meetings, election and other municipal law matters.

### **PARKER, POE, ADAMS & BERNSTEIN, LLP**

Associate 2005-2006

Represented and advised local governments and private interests on planning, land use, zoning, annexation, public records and open meetings issues. Prepared complaints, responses, discovery motions and assisted with other litigation matters in addition to drafting and reviewing contracts and settlement agreements.

### **UNIVERSITY OF NORTH CAROLINA, SCHOOL OF LAW**

CD Intern 2005-2006

Assisted local community groups and individuals with the following types of nonprofit ventures: minority entrepreneurship, after school tutoring, affordable housing and health and nutrition. Enabled new nonprofits to file articles of

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incorporation and federal tax exempt status forms, drafted by-laws, and created new employment and membership policies. For existing non-profits, researched tax exempt status issues, filed copyright and trademark applications and assisted with general transactional concerns.

#### **NORTH CAROLINA GENERAL ASSEMBLY**

Research Assistant 2004

Fiscal Analyst 2003

Assisted legal staff with questions from legislators and state agencies related to a wide-range of issues including education, annexation, health care, gambling, tax increase proposals, trade property and other state regulations. Staffed the Natural and Economic Resources Appropriations Subcommittee and prepared portions of the North Carolina 2003-05 Biennium Budget in addition to assisting legislators and constituents with agriculture, labor and tobacco settlement fund questions.

#### **MACWILLIAMS ROBINSON & PARTNERS**

Senior Associate 1996-2001

Coordinated strategic media budgets for various presidential, congressional, senatorial, gubernatorial and ballot initiative campaigns including Bill Bradley for President. Evaluated demographic, polling and research data to create targeted media campaigns for political candidates and interest groups. Supervised staff of five and coordinated media activities with other firm divisions.

#### **EDUCATION**

The University of North Carolina J.D., 2006  
School of Law

University of North Carolina Master of Public Admin., 2006  
School of Government

Miami University Bachelor of Arts, Political  
Science & Journalism

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## **ACHIEVEMENTS**

*Editor in Chief, Animal Law Review*

*Pro Bono Service Award Recipient*

## **MEMBERSHIPS**

*Oregon State Bar*

*Oregon Supreme Court*

*U.S. District Court for the District of Oregon*

*Oregon State Bar Real Estate and Land Use Section, Government Law Section, & Labor and Employment Law Section*

*Executive Committee, Oregon City Attorneys Association*

## **SPEAKING TOPICS**

*Government Relations*

*Charter Amendments*

*Public Records & Meetings*

## **VOLUNTEERING**

*Oregon State Bar Disciplinary Board*

*Oregon State Bar House of Delegates*

*Oregon State Bar Public Service Advisory Committee*

*Oregon State Bar Lawyers Assistance Committee*

*Oregon City Attorneys Association*



## **JOSHUA P. SOPER**

**Joshua P. Soper over 10 years as in-house counsel for local governments in Oregon, including serving as county counsel for Coos County, and most recently, as city attorney for the City of Sherwood. Josh's practice is focused on land use issues, including legislative drafting, hearings and appeals, and general advice.**

## **EXPERIENCE**

### **BEERY, ELSNER & HAMMOND, LLP**

Of Counsel 2022-Present

Provides legal services to cities, counties, and special districts. Practice areas include land use, public contracting, public records, public meetings, public administration, tort liability, elections, real property law, labor and employment law, and constitutional law.

### **CITY OF SHERWOOD**

City Attorney 2015-2022

Served as chief legal counsel to the City Council, City boards and commissions, City staff, and Urban Renewal Agency in areas including land use, public contracting, public records and meetings, tort liability, elections law, real property, labor and employment law, and constitutional law. Served as City Prosecutor in Sherwood Municipal Court.

### **OFFICE OF COOS COUNTY ATTORNEY**

County Counsel 2011-2015

Began as Assistant County Counsel and was promoted in 2013 to County Counsel, after serving as interim for eight months. Served as legal counsel to the Board of Commissioners, other elected officials and county boards, and department heads on all civil matters, including labor and employment law and land use law, among other topics. Served as County's lead negotiator with its seven collective bargaining units.

## **EDUCATION**

Lewis & Clark Law School	J.D., 2011
University of Michigan	B.A.

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## **ACHIEVEMENTS**

*Oregon State Bar  
member in good  
standing*

*Recipient of VAWAT  
BRAVO award*

*Recipient of the  
Hitchcock Kenna  
Award*

## **MEMBERSHIPS**

*Oregon State Bar*

## **PUBLICATIONS**

*"Fishing for Solutions:  
Pacific Northwest  
Atlantic Salmon Fish  
Farming in the Wake of  
the Cook Aquaculture  
Net-Pen Collapse," 2020*



## **Ashleigh K. Dougill**

**Ashleigh brings a blend of public and private experience to BEH. In addition to general governance advice, Ashleigh's practice is focused on land use issues, development review, and property acquisition.**

## **EXPERIENCE**

### **BEERY, ELSNER & HAMMOND, LLP**

Associate 2022-Present

Provides legal services to local governments on general municipal issues with a focus on land use, development review and property acquisitions.

### **VESTAS-AMERICAN WIND TECHNOLOGY, INC.**

Associate Corporate Counsel 2020-2022

Assisted senior attorneys with drafting, negotiating, and advising on multi-million dollar wind turbine sales, service, and tax implications throughout the US. Drafted and negotiated project financing contracts and others, provided general legal advice, and conducted legal research.

### **CITY OF SHERWOOD**

Legal Intern 2019-2020

Drafted legal documents and memoranda, and prepared, reviewed and edited contracts. Researched and drafted new city ordinances. Attended City meetings and presented information to City Council.

## **EDUCATION**

University of Oregon School of Law J.D., 2020

University of Oregon B.A.

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## **ACHIEVEMENTS**

*Named to Best Lawyers® List for Practice areas of Land Use and Zoning Law and Municipal Law*

*Named in 2010 as a Rising Star by Super Lawyers*

*Oregon State Bar – Disciplinary Board*

*Oregon State Bar – Unlawful Practice of Law Committee*

*Oregon State Bar – Bar Press Broadcasters Council*

## **MEMBERSHIPS**

*Oregon State Bar*

*Washington State Bar*

*American Bar Association*

*Multnomah Bar Association*

*Oregon City Attorneys Association*

## **SPEAKING TOPICS**

*Evolution of Exactions Law*

*Relationship of Comprehensive Plan to Development Code*

*Body Cameras*

*Public Meetings/Records*

*Public Contracting*

*Land Use Case Law Update*

*Recreational Immunity*

*Smart Growth and Transit-Oriented Development*

*Subdivision and Platting*

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## **DAVID F. DOUGHMAN**

**David is the firm's procurement and contracting expert and has over 21 years of experience specializing in land use and public contracting law.**

## **EXPERIENCE**

### **BEERY, ELSNER & HAMMOND, LLP**

Of Counsel	2022
Partner	2009-2021
Associate	2004-2009

Advises municipalities regarding public contracting, with significant experience in alternative delivery methods for public improvement contracts, land use, and other legal matters, drafts findings, reviews public contracts, drafts ordinances and resolutions, contracts, and appears before the Land Use Board of Appeals and Court of Appeals.

### **HUTCHISON, HAMMOND & WALSH, P.C.**

Associate	2000-2004
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Provided legal services to local governments and utilities on a wide range of topics including water, electrical energy, land use, litigation, construction, contract, labor and organizational issues.

### **MULTNOMAH COUNTY DISTRICT ATTORNEY'S OFFICE**

Grand Jury Specialist	1997
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Assisted the grand jury division in preparing information/indictments and other documents, reviewing police records, advising and interviewing witnesses for Deputy District Attorneys.

## **EDUCATION**

University of Oregon Law School	J.D., 2000
University of Minnesota	B.A., Summa Cum Laude



**PERSONAL SERVICES AGREEMENT**

**CITY OF \_\_\_\_\_  
and  
BEERY, ELSNER & HAMMOND, LLP**

THIS Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of \_\_\_\_\_, an Oregon municipal corporation (“CITY”), and Beery, Elsner & Hammond, LLP, an Oregon limited liability partnership (“ATTORNEY”).

WHEREAS, CITY has need for legal services with the particular training, ability, knowledge and experience possessed by ATTORNEY; and

WHEREAS, CITY has determined that ATTORNEY is qualified and capable of performing the professional services as CITY does hereinafter requires, under these terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LEGAL SERVICES

ATTORNEY will provide legal advice upon request of the City Manager, City Council, Mayor or other consultants representing CITY.

2. ATTORNEY IDENTIFICATION

ATTORNEY shall furnish CITY with its employer identification number, as designated by the Internal Revenue Service.

3. COMPENSATION

A. Payment will be made to the ATTORNEY for the services identified based upon a detailed monthly billing showing work performed. Payment will be made within 30 days of CITY’s receipt of the detailed monthly billing from ATTORNEY.

B. Hourly rates:

Partners and Of Counsel	\$285.00
Senior Associates	\$275.00
Associates	\$265.00
Paralegals	\$175.00
Legal Assistants	\$150.00

*It is understood that the above rates may be adjusted or changed by ATTORNEY on not more than a yearly basis with not less than 60 days written notice to CITY.*

- C. CITY shall reimburse ATTORNEY for out-of-pocket expenses at ATTORNEY'S direct cost without additional markup.

#### 4. INDEPENDENT CONTRACTOR

ATTORNEY shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 2 of this Agreement.

#### 5. TERM AND TERMINATION

At any time with or without cause, CITY or ATTORNEY shall have the right to terminate this Agreement. If CITY terminates the Agreement, it shall deliver full payment to ATTORNEY for services rendered to the date of termination.

#### 6. INDEMNITY AND INSURANCE

- A. Indemnity: ATTORNEY shall defend, indemnify, and hold the CITY, its officers, and employees harmless from any third-party claims that result in liability, loss, or expenses to the CITY, provided that such duty is limited to the proportional extent that the liability, loss or expense results from the negligence or willful misconduct of ATTORNEY in the performance of its services under this agreement. Notwithstanding the foregoing, CITY acknowledges that ATTORNEY in its capacity as City Attorney is acting as an Agent of the City and therefore agrees to be responsible under the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300) for defending, saving harmless and indemnifying ATTORNEY while it is acting within the scope of its engagement as City Attorney.
- B. Liability Insurance: ATTORNEY shall maintain professional liability insurance insuring ATTORNEY against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar.
- C. Workers Compensation Coverage: ATTORNEY hereby certifies that ATTORNEY has qualified for State of Oregon Worker's Compensation coverage either as a carrier-insured employer or as a self-insured employer.

#### 7. NOTICES

All notices shall be made in writing and may be given by email or by mail, addressed as follows:

CITY: \_\_\_\_\_, City Manager  
Address \_\_\_\_\_  
City, OR 97\_\_\_\_  
Email: \_\_\_\_\_

ATTORNEY: Beery, Elsner & Hammond, LLP  
1804 NE 45th Ave.  
Portland, OR 97213-1416  
Email: \_\_\_\_\_

8. WORK IS PROPERTY

All work, including, but not limited to documents, drawings, papers, electronic media, and photographs, performed or produced by ATTORNEY under this Agreement, shall be the property of CITY.

9. SUCCESSORS AND ASSIGNMENTS

A. ATTORNEY shall not assign any of its obligations hereunder without the prior consent of CITY.

B. ATTORNEY may, with CITY'S consent, subcontract services provided under this agreement when a specialized need for legal services arises.

10. MODIFICATION

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

11. NO WAIVER OF LEGAL RIGHTS

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

12. COMPLIANCE WITH LAWS

The Agreement shall be governed by the laws of the State of Oregon. To the extent applicable, ORS 279B.220 through 279B.235 are incorporated into this Agreement by reference. Venue shall be in the Circuit Court for Clatsop County, Oregon.

13. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its duly authorized undersigned agents and ATTORNEY has executed this Agreement on the date hereinabove first written.

CITY OF \_\_\_\_\_

BEERY, ELSNER & HAMMOND, LLP

By: \_\_\_\_\_

Title: NAME, City Manager

By: \_\_\_\_\_

Title: NAME, Partner

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

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

Approved by \_\_\_\_\_ City Council on \_\_\_\_\_



## Staff Report – City Council

Meeting Date: February 13, 2023  
Author: Kim Jordan, City Recorder  
Department: Business License  
Subject: Downtown Maintenance District Litter Removal  
Type of Item: Contract Award

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### **Introduction:**

The City of Seaside advertised for bids for the “Downtown Maintenance District Litter Removal” Project No. 2023-01 on January 24, 2023. One submittal was received on February 7, 2023. Staff has reviewed the proposal and is prepared to make a recommendation to the City Council.

### **Background:**

The City of Seaside’s Downtown Maintenance District was established in 1983 as an assessment for the maintenance district for the provision of daily litter removal to the streets, sidewalks, flowerbeds, and some areas of the parking lots. This service provides a clean, well-maintained downtown district for the benefit, health, and enjoyment of residents and visitors. Staff requested proposals from firms who would be interested in the litter removal for the Downtown Maintenance District. Staff advertised the request to the public in in January through the Daily Astorian. The Downtown Maintenance contract will continue to provide maintenance, upkeep, and litter control of planting areas, seating areas, sidewalk, curbs, and gutters within a designated area.

### **Budget Impact:**

This service is currently budgeted for. The Downtown Maintenance District Assessment overlays the businesses in the downtown area and the property assessments pay for the contract to maintain the area for litter clean-up.

### **Department Review:**

One firm responded to the advertised proposal and was received from contractor Kris Johnston who has been previously awarded the contract since 2005. The proposal submitted from Kris Johnston is in the amount of 31,500.00. The previous contract expired on January 31, 2023 and was in the amount of \$30,200.00.

### **Requested Action:**

Staff recommends the City Council make a motion to select Kris Johnston to continue the Downtown Maintenance Litter Removal contract for two years with the option to renew for two additional years.

If the City Council agrees, you may make the following motion:

“I move the City of Seaside award a contract to Kris Johnston to provide Downtown Maintenance Litter Removal services to the City of Seaside.”

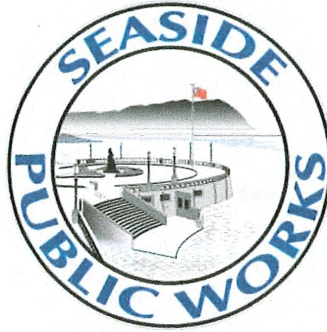
### **Attachments:**

1. Kris Johnson Proposal Submittal

### **Staff and/or Key Contacts:**

Kim Jordan, City Recorder

**DOWNTOWN MAINTENANCE DISTRICT  
“LITTER REMOVAL”  
Project No. 2023-01**



City of Seaside  
Department of Public Works  
1387 Avenue "U"  
Mailing Address: 989 Broadway  
Seaside, OR 97138  
503-738-5112

# INDEX

## DOWNTOWN MAINTENANCE DISTRICT "LITTER REMOVAL 2023"

### SECTION DESCRIPTIONS

10	CALL FOR BIDS STATEMENT OF RESIDENCY
20	GENERAL INSTRUCTIONS
30	SCOPE OF WORK
40	BID FORM - PROPOSAL
50	AGREEMENT

## SECTION 10

### DOWNTOWN MAINTENANCE DISTRICT: LITTER REMOVAL

Written, sealed bids will be received by City Recorder, Kim Jordan, at City Hall, 989 Broadway, Seaside, Oregon 97138, until **10:00 o'clock PM, Tuesday, February 7, 2023**, at which time they will be publicly opened and read. Proposals shall be clearly marked and also show the date and time of bid opening.

#### PROJECT DESCRIPTION

Provide a clean, well-maintained Downtown District for the benefit, health, and enjoyment of residents and visitors. Services include daily pickup of litter from sidewalks, streets, flowerbeds and some areas of parking lots.

Specifications may be obtained from the City Hall, 989 Broadway, Seaside OR, (503) 738-5511.

Bids will be publicly opened and read by the Public Works Director at **10:00 AM. on February 7, 2023**. All bids will be accompanied by a certified check, cashier's check, or bid bond in the amount equal to 5% of the total bid.

Date of opening and nature of bid shall be plainly marked on the outside of the sealed envelope. Faxed bids will not be accepted. Bids received will be considered by the City Council within 45 days of opening of the bid. The successful bidder shall receive an executed contract within 10 days from the date of notification.

Each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029.

The City may reject any bid not in compliance with prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the agency if it is in the public interest to do so.

CITY OF SEASIDE

Dale McDowell  
Public Works Director

PUBLISH: DAILY ASTORIAN: **January 24, 2023**



STATEMENT OF RESIDENCY

ORS 279.025(2) (h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6)(b) states: ""Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to this subsection."

ORS 279.029(6) (c) states: ""Nonresident bidder" means a bidder who is not a "resident bidder" as defined by paragraph (b) of this subsection."

AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:

  X   RESIDENT BIDDER  
       NONRESIDENT BIDDER

CONTRACTOR:

Kris A. Johnston  
Firm Name

P.O. Box 305  
Address

SEASIDE OR. 97138  
City, State, Zip Code

Kris A. Johnston owner  
Name and Title

503-738-2603  
Area Code and Phone Number

## SECTION 20

### General Instructions To Bidders

Bids must be delivered to, City Recorder, Kim Jordan, City of Seaside, 989 Broadway, Seaside, Oregon, by 10:00 AM, on Tuesday, February 7, 2023.

### SCOPE OF WORK

Provide a clean, well-maintained Downtown District for the benefit, health, and enjoyment of residents and visitors. Services include daily pickup of litter from sidewalks, streets, flowerbeds and some areas of parking lots.

### INTERPRETATION OF CONTRACT DOCUMENTS

If the bidder finds discrepancies, omissions, or is in doubt as to the true meaning of any part of the contract documents, the bidder shall submit to the Public Works Director a written request for a clarification or interpretation. Requests shall be submitted at least seven days prior to the date set for bid opening.

All clarification or interpretation of the contract documents or approval of equivalent products will be made by addendum. All addenda shall be considered in the bid. The city is not responsible for any explanation, clarification, or interpretation given in any manner except by addendum.

### BID SECURITY

Each bid must be accompanied by a deposit amounting to 5% of the total bid.

### EXECUTION OF BID

Each bid must be made on the bid form provided to prospective bidders.

When the bid form provides for writing the bid price in words and numerals, the price as written in words shall govern over the price written in numerals.

The bids shall be executed in the name of the firm followed by the signature of the officer authorized to sign for the firm and the printed or typewritten designation of the office head, together with certificate that the bid has been authorized by the firms' controlling members.

The address of the bidder shall be typed or printed on the bid form. No bid can be withdrawn after having been opened by the Public Works Director.

## SUBMISSION OF BID

Each bid shall be sealed in a separate envelope, addressed to the City Recorder, Kim Jordan, City of Seaside, 989 Broadway, Seaside, Oregon 97138, showing on the outside of the envelope the name of the bidder and the contract title preceded by the words "sealed bid".

Each bid is to be enclosed in a sealed envelope and bear the superscription:

\*\* DOWNTOWN MAINTENANCE DISTRICT\*\*  
LITTER REMOVAL 2023

Bids will be received at the place and until the time stated in the advertisement for bids. Faxed bids will not be accepted.

## ACCEPTANCE OR REJECTION OF BIDS

The City reserves the right in its sole discretion to reject any or all bids and to waive irregularities or formalities.

In performing the lowest responsive bid, the City reserves the right to take into consideration any or all alternatives called for in the bid form.

Bids which are incomplete or which are conditioned in any way, or which contain erasures or alterations, may be rejected.

Each of the three lowest bidders may withdraw his bid and request the return of his bid security if his bid has not been accepted within the time stipulated in the bid form. The bid security of all other bidders will be returned promptly.

The successful bidder must enter into a contract within ten (10) days after the award of the contract, or he will be declared irresponsible and his check forfeited.

## BID AMOUNTS

All prices must be in figures, in ink or typewritten

No alterations in the proposal specifications or contract will be allowed.

## START UP CONTRACT

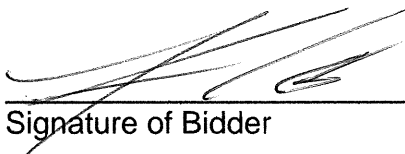
The successful bidder must have contracts signed and return all paperwork within ten days from the date of award of contract.

## QUALIFICATION AND AMENDMENTS

Unless otherwise stated in the specifications, it will be understood by the City of Seaside that the bidder has accepted without reservation or amendment the specifications as specified. At bidder's discretion, a bid may be conditioned upon qualifications or amendments to the specifications as do not materially change the requirements contained herein. Such qualification or amendments shall be fully described on the form provided. The City of Seaside may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City that is in the public interest to do so.

## PROPOSED QUALIFICATIONS AND AMENDMENTS

In accordance with Instruction to Bidder's, bidder submits the following full and complete statement and description of the specifications, including an itemized list of pertinent attachments.



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Signature of Bidder

## SECTION 30

### Scope of Work

#### \*\*DOWNTOWN MAINTENANCE DISTRICT\*\* LITTER REMOVAL 2023

##### 30.1.0 GENERAL

The following is a detailed description of work involved in the maintenance of the City's Downtown District. All of the work is to be completed in a substantial and workmanlike manner according to standard practices. Regular maintenance does not include major vandalism or storm damage. Any alteration or deviation from specifications involving extra cost of material or labor will only be executed upon written orders, and will become an extra charge over the sum bid. All such agreements shall be made in writing.

This contract/agreement pertains to the general maintenance of specific Downtown areas as prescribed by the City of Seaside. The Contractor shall sweep all sidewalks in the district as per schedule. Daily sweeping and litter pickup in the planting areas must be completed no later than 8:00 a.m.

The Contractor shall provide one (1) daytime maintenance worker to provide up to eight (8) hours per day of litter pickup. Litter pickup shall be from sidewalks, planting areas, seating areas, tree wells, curbs, gutters, and approximately five (5) feet inside the parking lots. Litter pickup shall be scheduled in the early mornings to maintain the sidewalks in a clean condition throughout the day.

##### 30.2.00 DEFINITIONS

###### 30.2.01 DAILY SWEEPING

Daily sweeping shall consist of sweeping the sidewalks, which includes cracks and weed removal from cracks

###### 30.2.02 LITTER PICKUP

Litter Pickup shall consist of removing any foreign objects, which includes paper, leaves, gum, food, animal feces, etc. from all designated areas.

##### 30.3.00 LITTER REMOVAL LOCATIONS

###### 30.3.01 Broadway

From Roosevelt to the Prom

###### 30.3.02 Avenue "A"

From Holladay to the Prom, including the planting area south of Ave. "A" on Holladay

###### 30.3.03 Columbia Street

From Avenue "A" to First Avenue

###### 30.3.04 Downing Mall

From Broadway to Oceanway

30.3.05 Franklin Street  
From Broadway to Avenue "A"

30.3.06 Holladay  
50' south of Avenue "B" to the north side of 1<sup>st</sup> Ave.

30.3.07 1<sup>st</sup> Avenue  
From Holladay to the Necanicum Bridge

30.3.08 2 (two) Walkways  
Between Avenue "A" and Broadway

30.3.09 2 (two) Deck areas  
On the west side of Necanicum River between Broadway and 1<sup>st</sup> Ave. near the restrooms, which includes the floating dock area.

30.3.10 Walkway  
From restroom to 1<sup>st</sup> Ave, which includes the grassy area on the east side

30.3.11 Walkway  
On the east side of Necanicum River from 1<sup>st</sup> Ave. to Riverside Building

30.3.12 Walkway Area  
North of 1<sup>st</sup> Ave. along Necanicum River to 3<sup>rd</sup> Ave.

30.3.13 Convention Center Parking Lot  
Borders along 1<sup>st</sup> Ave., Columbia, Oceanway and Edgewood

#### 30.4.00 WORK EXPERIENCE

A resume outlining experience in landscape maintenance and planting, and related work experience, plus at least two letters of reference must accompany the proposal. Additional pertinent information is welcome.

#### 30.5.00 DEBRIS

The Contractor is allowed to use the city garbage receptacles for disposal of debris.

#### 30.6.0 WORK SCHEDULE

JANUARY	Saturday and Monday 2-1/2 hours each day
FEBRUARY	Saturday and Monday 2-1/2 hours each day; February 14 <sup>th</sup> and the Sunday preceding Presidents Day.
MARCH-APRIL	Saturday and Monday 2-1/2 hours each day plus 40 hours during spring break.
MAY 1-15	Saturday, Sunday, Monday, and Wednesday 2-1/2 hours each day

MAY 15-SEPT. 30	8 hours daily
OCT. 1-OCT. 15	Saturday, Sunday, Monday, and Wednesday 2 1/2 hours each day
OCT. 15 to Thanksgiving	Saturday and Sunday 2 1/2 hours each day
NOVEMBER Thanksgiving Week	Friday, Saturday, Sunday, and Monday 2 1/2 hours each day
DECEMBER	Weekends only 2 1/2 hours each day

## SECTION 40

### PROPOSAL

Mayor and City Council  
City of Seaside  
989 Broadway  
Seaside, OR 97138

Honorable Mayor and City Council:

This proposal is submitted, following procedures as specified in the Standard Specifications, as an offer by the undersigned to enter into contract with the Mayor and City Council, City of Seaside, Oregon, hereinafter sometimes referred to as the City, for the furnishing of all labor, equipment, materials and services required for:

#### DOWNTOWN MAINTENANCE: LITTER REMOVAL 2023

In accordance with the Standard Specifications, which are on file with the City of Seaside Engineering Department, Seaside, Oregon. This offer is conditioned on the following declarations as to the acts, intentions, and understandings of the undersigned, and to the agreement of the City to the terms and to the attached schedule of prices being submitted:

1. All of the aforesaid Proposal Requirements, Standard Specifications, and Special Provisions, if any, have been examined by the undersigned and their terms and conditions are hereby accepted.
2. The undersigned shall comply with all Federal laws, laws of the State of Oregon and all ordinances of the City of Seaside, Oregon that are pertinent to construction contracts of this character even though such laws and ordinances may not have been quoted or referred to in the specifications.
3. The undersigned agrees that, upon written acceptance of this bid, he will within ten (10) days or receipt of such notice, execute a formal contract agreement with the City, and he will provide the required bonds, insurance and/or guarantees.
4. Contractor is required to purchase a City of Seaside Business License to be contracted for this job.



Bid Schedule - Proposal

**\*\*DOWNTOWN MAINTENANCE\*\*  
LITTER REMOVAL 2023**

Location - Bid

The lump sum price for the designated areas downtown

\$ 31,500.<sup>00</sup> annually

THIRTY ONE THOUSAND FIVE HUNDRED  $\frac{00}{100}$

TOTAL IN WORDS

The City of Seaside will incorporate this specification and the successful proposal into the subsequent contract.

Enclosed herewith is a (bid bond), (cashier's check) or (certified check), in the amount of \$ 1,575.00, which is 5% of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connections any person, firm or corporation making a bid for the same and is in all respects fair and without collusion or fraud.

02-02-2023  
DATE

BID OPENING:  
\_\_\_\_\_

KRIS A. JOHNSTON  
BIDDER

owner  
SIGNED (NAME AND TITLE)

PO Box 305  
ADDRESS

SEASIDE OR. 97138  
CITY, STATE, ZIP CODE

503-738-2603  
PHONE NUMBER

\_\_\_\_\_  
TAX ID NUMBER

557-23-7213  
SOCIAL SECURITY NUMBER

# Agreement

## 50.1.0 GENERAL

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between, Kris A. Johnston hereinafter called "CONTRACTOR" and the City of Seaside, a municipal corporation, hereinafter called "CITY".

WITNESSETH:

That the said Contractor and the said City, for the consideration hereinafter named agree as follows:

## 50.2.0 DESCRIPTION OF WORK

The Contractor agrees to perform the work of:

"DOWNTOWN MAINTENANCE"  
LITTER REMOVAL

And do all things required of it as per his proposal, all in accordance with the described proposal, a copy of which is hereto attached and made a part of this contract.

## 50.3.0 CONTRACT PERIOD

The contract period shall commence February 1, 2023 and expire January 31, 2025. The City may, at its option, renew for a period of two years. The City shall, no later than 30 days prior to that date, give the Contractor notice of intent to renew. Within 10 days of receipt of notice, Contractor shall submit to City price adjustments for the services then in effect. Upon agreement of price adjustments, as submitted or negotiated, this contract shall be deemed extended.

## 50.4.00 CONTRACT PRICE

The City agrees to pay the Contractor annually, the following sums of money for the services described herein:

<i>Scope Section</i>	<i>Location</i>	<i>Payment</i>
30.2.00 As stated in bid specifications	Designated Downtown Areas	\$ <u>31,500.00</u> annually
<b>TOTAL</b>		\$ <u>31,500.00</u> annually

Payment Schedule: City shall pay Contractor \$ 2,625.00 per month.

## **50.5.00 COMPLIANCE**

The **Contractor** and the **City** agree that the specifications, general conditions, and bid are, by this reference, incorporated into this contract and are fully a part of this contract. The **Contractor** specifically agrees to comply with all laws, ordinance, and regulations applicable to contracts covering municipal contracts and to make prompt payment of all amounts that may be due from said **Contractor** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **City** harmless from any damages or claims whatsoever in the performance of this contract. The **Contractor** further agrees to comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

**Contractor** agrees to take every precaution against injuries to persons or damage to property.

The **Contractor** agrees that the work will be done to the satisfaction and approval of the Public Works Director of the City of Seaside.

**Contractor** agrees to hold the City free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

No contract or any portion thereof may be assigned or sublet. No part of work shall be transferred or subcontracted.

The **Contractor** agrees that the work under this contract shall be performed by **Contractor** pursuant to this agreement, referring to the city's premises as specified in Section 30, Scope of Work. The **Contractor** further agrees to perform the work as an independent contractor in a proper and workmanlike manner throughout the term of this contract, and further agrees that such work shall be performed in accordance with the schedules found as part of this document, **Section 30, Scope of Work**.

## **50.6.00 SUIT OR ACTION**

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

## **50.7.00 INDEMNIFICATION**

The **Contractor** agrees to indemnify and to hold the **City**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **City**, **Contractor** or others, resulting from **Contractor's** negligence.

## **50.8.00 WORKMEN'S COMPENSATION**

The **Contractor** and all employees working under this Agreement are subject to employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

## **50.9.00 OVERTIME**

Employees shall be paid at least time and a half for work performed on legal holidays and for all overtime worked in excess of 10 hours per day or in excess of 40 hours in a week, whichever is greater, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 receiving overtime.

## **50.10.00 INSURANCE**

**Contractor** agrees, at **Contractor's** own expense, and at all times during the terms of this Agreement, to maintain, keep in effect, furnish and deliver to **City** liability insurance policies in form and with an insurer satisfactory to **City**, insuring both **City** and **Contractor** against all liability for damages to person or property arising out of this Agreement; the amount of this liability insurance shall be \$1,000,000.00 combined single limit bodily injury and property damage. **Contractor** agrees to and shall indemnify and hold owner harmless against any and all claims and demands arising from the negligence of **Contractor**, his officers, agents, invitees and/or employees, as well as those arising from **Contractor's** failure to comply with any covenant of this Agreement on his part to be performed and shall, at **Contractor's** own expense, defend **City** against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom and shall satisfy and discharge any judgment which may be awarded against **City** in any such suit or action, including **City's** attorney's fees and costs incurred therein.

## **50.11.00 CITY'S RIGHT TO TERMINATION OF CONTRACT**

All terms and conditions of the contract are considered material and failure by **Contractor** to comply with any said terms or conditions shall, at the **City's** option, be deemed a breach of contract. Upon such failure, the **City** shall have the right, whether an alternative right is provided or not, to declare the contract terminated. Notice shall be given in writing to the **Contractor** and shall be effective upon delivery. The contract may be terminated without cause by either party with the giving of 30 days written notice.

## **50.12.00 CHANGES**

Any changes mutually agreed upon by both parties shall be valid and enforceable only if in writing and signed by both parties.





A DIVISION OF Fibre Federal  
CREDIT UNION  
PO Box 160  
Tillamook, OR 97141  
866-901-3521

CASHIER CHECK

98-8076/3233

No. 1000736014

REPLACEMENT OF THIS OFFICIAL  
CHECK MEANS YOU HAVE INDEMNIFIED  
US AGAINST LOSS

\*\*\* ONE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND \*\*\*  
\*\*\* 00 CENTS \*\*\*

02/02/23

\$1,575.00

PAY EXACTLY **1,575** Dollars **00** Cents

TO THE CITY OF SEASIDE  
ORDER OF RE: KRIS JOHNSTON

  
AUTHORIZED SIGNATURE

⑈ 1000736014 ⑆ ⑆ 323380766 ⑆ 01000199 ⑆



## Staff Report – City Council Meeting

Meeting Date: February 13, 2023  
Author: Kim Jordan, City Recorder  
Department: Business Office  
Subject: Selection of Construction Management/  
General Contractor  
Type of Item: Award of Contract

---

### **Introduction:**

The City intends to select a firm to become the Construction Management/General Contractor (CM/CG) for the Police and Fire Station seismic rehabilitation projects.

### **Background:**

In June, 2022, the City of Seaside was awarded seismic rehabilitation grants from Business Oregon for the police station (\$1,627,897) and the fire station (\$1,707,595).

In September, 2022, the City Council awarded the Request for Qualifications (RFQ) for Engineering/Architectural Services to WRK Engineering.

In November, 2022 the City Council approved the CM/GC method of construction for Police Department and Fire Station seismic rehabilitation projects.

### **Department Review:**

On December 14, 2022, WRK Engineers advertised an RFP in the Oregon Daily Journal of Commerce for a Construction Manager/General Contractor for the seismic rehabilitation projects. The RFPs were due January 19, 2023. There was one proposal received from O'Brien Design + Build.

The Fire Chief and Public Works Director have reviewed the proposal from O'Brien Design + Build and, in consultation with WRK Engineering, find that the proposal meets the requirements of the RFP and that the firm is qualified to complete the work.

### **Budget Impact:**

This project is funded through grants without impact to the City budget.

### **Alternatives:**

The City Council could choose to not accept the proposal from O'Brien Design + Build and readvertise for qualified firms.

### **Requested Action:**

If the City Council is ready to award the CM/CG contract to O'Brien Design + Build, the following motion would be made:

"I move that the City of Seaside award the Construction Management/General Contractor contract for the Police and Fire station seismic rehabilitation projects to O'Brien Design + Build."

**Attachments:**

1. City of Seaside RFP for Construction Manager/General Contractor.
2. Proposal submitted by O'Brien Design + Build.

**Staff and/or Key Contacts:**

Joey Daniels – Fire Chief

Tyler Brumit – WRK Engineers





CITY OF  
**SEASIDE**  
OREGON

CITY OF SEASIDE

CITY OF SEASIDE POLICE DEPARTMENT & FIRE STATION SEISMIC REHABILITATION

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGER|GENERAL CONTRACTOR

**Contract Administrator:**

CITY OF SEASIDE

Chief Joey Daniels

Fire Chief

[jdaniels@cityofseaside.us](mailto:jdaniels@cityofseaside.us)

Issued: December 14, 2022

**Due: January 19, 2023, at 2 PM Pacific Time**

**Electronic Submittal Location:**

[jdaniels@cityofseaside.us](mailto:jdaniels@cityofseaside.us)

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## 1 NOTICE TO PROPOSERS

All solicitations shall be:

Proposers shall provide one (1) electronic copy of their proposal and email it to Chief Joey Daniels Fire Chief at [jdaniels@cityofseaside.us](mailto:jdaniels@cityofseaside.us). Proposals will be accepted until **2 PM Pacific Time on January 19, 2023**, after which time no further Proposals will be received.

- A **MANDATORY** Pre-Proposal Conference will be held at **10 AM, December 20, 2022, at Seaside Fire Station**, located at 150 Lincoln St. Seaside, OR 97138. The purpose of the meeting is to share information about the projects and give Proposers the opportunity to view both work sites.
- Proposal documents may be obtained via an email request to Tyler Brumit at [tylerb@wrkengrs.com](mailto:tylerb@wrkengrs.com).
- Interested firms shall have no unauthorized contact with City staff or Board Members during the selection process. All questions shall be directed in writing to Tyler Brumit at [tylerb@wrkengrs.com](mailto:tylerb@wrkengrs.com).
- The City may, for good cause, reject any or all proposals upon finding it is in the public interest to do so and to rescind the award of any contract, at any time, before the execution of said contract by all parties with no liability against the City.

## 2 OVERVIEW OF PROPOSAL

The Owner has published the notice of the RFP in the Oregon DJC.

If, after receiving the RFP, you have inquiries, please contact Tyler Brumit at [tylerb@wrkengrs.com](mailto:tylerb@wrkengrs.com).

Proposals are due by **January 19, 2023, at 2 PM**. Proposals received after the specified time will not be considered.

This solicitation does not obligate the Owner to pay any costs incurred in preparation of Proposals. The Owner reserves the right to reject any Proposal that is not in compliance with all prescribed requirements. For good cause, the Owner may reject any or all Proposals upon a written finding that it is in the public interest to do so.

## 3 PROJECT OVERVIEW

The City received two Seismic Rehabilitation Grants in 2022 from the Oregon Infrastructure Finance Authority of the Business Development Department for the Seaside Police Department and Seaside Fire Station.

The City has selected WRK Engineers, Inc. as the structural engineer and project manager for the work.

The City's construction budget for the Seaside Police Department and Seaside Fire Station is approximately \$1,235,000.00, and \$1,349,500.00 respectively. This project will require compliance with the State of Oregon Bureau of Labor and Industries (BOLI) Prevailing Wage Rate (PWR).

Pending selection and the Notice to Proceed, the selected Contractor will immediately assist in providing pre-construction services, including constructability review, budgeting and value engineering services.

**Schedule:** The selected Contractor will work collaboratively with WRK Engineers, Inc. and the City to develop a construction schedule for the renovations.

**Pre-construction Phase:** Pre-construction will start immediately upon issuance of Notice to Proceed and extend through May 2023. Project will result in one Guaranteed Maximum Price (GMP) Amendment.

**Construction Phase:** For purposes of this proposal, assume on-site construction to commence July, 2023, and be completed September, 2023.

**Scope:** The project scope includes seismic strengthening for the Seaside Police Department and Seaside Fire Station. The Police Department building consists of 8,563-square feet. The Fire Station consist of 9,740-square feet. The intent is to strengthen the building to an Immediate Occupancy seismic performance level. Included in Attachments G & H are strengthening concept drawings for Seaside Police Department and Seaside Fire Station, proposers should use consider these upgrades when submitting their response. The City may elect to include additional renovation and remodeling work to the project for each facility. The scope of this work may include additional non-seismic strengthening work as City funds are available.

Seismic strengthening will likely consist of the following elements for Seaside Police Department:

- Add 1/2 plywood, blocking, sill anchors and hold-downs.
- Add footing 3'-0" wide x 1'-6" thick at new shear walls as shown.
- Add HSS strongback to brace under-reinforced CMU walls for out-of-plane demands.
- Add 1/2 plywood, blocking, sill fastener, metal strapping around openings (where occurs) and hold-downs to shear wall below.
- Add in-plane connection between 2nd floor diaphragm and CMU wall.
- Add in-plane roof diaphragm to wall connection at 24" oc, typical for low roof.
- Add out-of-plane wall anchors at 8'-0" at CMU walls.
- Add 5/8" plywood over existing 1x decking and fasten with 10d nails at 6" oc at panel edges and 12" oc at intermediate supports.
- Add Simpson CMST12 collector for diaphragm to shear wall connection.
- Renail existing plywood w 10d nails at 6" oc at panel edges and 12" oc at intermediate supports.
- Extend shear wall up to roof diaphragm

Seismic strengthening will likely consist of the following elements for Seaside Fire Station:

- Add horizontal FRP strips at CMU shear wall for strengthening.
- Add HSS 6x6 strongbacks for CMU wall out-of-plane bracing.
- Add new steel moment frames with 4'-0" wide x 3'-0" thick grade beam at apparatus bay.
- Add plywood to existing walls for shear wall strengthening. Add 3/4" diameter A.B. at 24" o.c.
- Add diaphragm collector strap for 2nd floor to shear wall connection.
- Add HSS collector in floor structure to connect 2nd floor diaphragm to steel moment frame.
- Add plywood to existing walls for shear wall strengthening. Add 3/4" diameter A.B. at 24" o.c.
- Add Simpson strap around opening for diaphragm reinforcing.
- Add in-plane and out-of-plane connection between roof and CMU shear wall.
- Add diaphragm collector strap for roof to shear wall connection.
- Add 1/2" plywood and roof framing to create continuous diaphragm.
- Connect plywood shear walls to roof diaphragm.
- Connect steel moment frames to roof diaphragm.
- Add in-plane and out-of-plane connection between roof and CMU shear wall.
- Add roof panel edge blocking at roof diaphragm with 10d nails at 4" o.c.

## **4 SELECTION PROCESS**

### **4.1 SELECTION OVERVIEW**

The City of Seaside will serve as the contracting agency for the project. The Local City Council has approved this procurement process. The Owner is seeking a qualified Construction Manager/General Contractor (the CM/GC) with current relevant experience in the construction/renovation of similar facilities, particularly experience with the Oregon Seismic Rehabilitation Program.

In accordance with Oregon Administrative Rules 137-049-0620 and 137-049-0645, the Owner will use a "Construction Manager/General Contractor" (CM/GC) Request for Proposal (RFP) to select and enter into a contract with the CM/GC. In accordance with those rules and ORS 279C.335, the Owner has obtained an exemption from applicable competitive bidding requirements (Exemption Order dated December 12, 2022).

The City has established the CM/GC RFP approach through the exemption process and by filing Findings supporting the use of this approach. The RFP approach was established in lieu of the more traditional Design-Bid-Build and the corresponding Invitation to Bid (ITB) in order to realize the maximum benefit by including the CM/GC during the design phase. The basis for the RFP approach is addressed in greater detail in the Exemption Order mentioned above.

The selection process under this RFP will be conducted in a fair and impartial manner, whereby several qualified individuals will evaluate all responsive Proposals.

The selection pursuant to the RFP will have two (2) major parts:

#### **4.1.1 Evaluation of Qualifications**

##### **A. Proposal evaluation and initial ranking.**

The Owner will review all Proposals to ensure that each Proposer meets the minimum qualifications required.

The Owner will convene an evaluation committee made up of three to five qualified members, representing the Owner, Stakeholders, or the general public to evaluate all Proposals.

##### **B. Interviews (if deemed applicable), reference checks, final ranking, and selection.**

**4.2 SELECTION PROCESS SCHEDULE**

PROPOSAL AND AWARD TIMELINE:	
December 14, 2022	RFP issued
December 20, 2022	<b>Mandatory on-site</b> Pre-Proposal Conference at 10 AM
January 04, 2023	Last Day for submittal of questions at 2 PM
January 11, 2023	Issue Addendum (if needed)
January 19, 2023	Proposals due by 2 PM
January 20, 2023	Evaluation Committee Meets to review proposals
January 24, 2023	CM/GC Finalists invited to interview (if necessary)
February 06, 2023	Intent to Award Published
February 13, 2023	CM/GC Recommendation for Selection to City Council
February 27, 2023	Notice to Proceed

The City reserves the right to modify this schedule at its discretion. Proper notification of changes in the response schedule will be made via addendum.

**5 SERVICES TO BE PROVIDED**

**5.1 DESCRIPTION OF SERVICES**

**5.1.1 Preconstruction Phase Services**

Preconstruction Phase Services will be provided under the terms of the Contract, as it may be modified by Supplemental General Conditions or Amendment, and will be paid for on a cost-reimbursement basis up to the maximum not-to-exceed amount set in the Contract. Preconstruction Phase Services are anticipated to include the following:

- A. Furnish cost estimates to the Owner for review and approval at Schematic Design, 60% and 90% Construction Documents.
- B. Meet with City and Design Team at the end of each phase to review costs and reconcile cost estimates.
- C. Conduct thorough constructability review of the construction documents.
- D. Develop and implement a plan to actively generate interest from local sub-contractors and material suppliers as well as solicitation of bids.
- E. Destructive Investigation/demolition of existing conditions.
- F. Value engineering and alternative construction methods.
- G. Submit a Guaranteed Maximum Price (GMP) proposal and GMP Supporting Documents to the Owner in conformance with Contract requirements. GMP proposal for the entire project will be based on 100% completed Construction Documents prepared by the Design Team.

- H. Upon Owner authorization (and execution of an Early Work Amendment and issuance of a Notice to Proceed for the Early Work), undertake early material procurement, site preparation and advance construction Work, including destructive demolition and investigation to discover existing conditions and uncover potential unforeseen conditions.

#### 5.1.2 **Scope Of Construction Phase Services**

It is anticipated that the GMP will be established at approximately 100% completion of the Construction Documents. The established GMP will be the maximum amount paid for Construction Phase Services, unless scope changes are requested by Owner. Acceptance of the GMP by execution of the GMP Amendment will mark the beginning of the Construction Phase Services for the Project. At the time of execution of the GMP Amendment, the CM/GC will be required to submit a performance bond and payment bond for the completion of the Project in the full amount of the GMP. In the event that the CM/GC is unable to furnish an acceptable GMP, the Owner retains the option, in its sole discretion, to cancel the Contract and start a new process for the construction of the Project, or terminate the Contract and award a replacement contract to the next highest rated Proposer from this solicitation.

In general, Construction Phase Services provided by the CM/GC are to include the following:

- A. Provide and pay for all materials, tools, equipment, labor, and professional and non-professional services, and perform all other acts and supply all other items necessary to fully and properly perform and complete the Work as described in the Contract Documents.
- B. Solicit sealed bids or quotes from Subcontractors. Ensure that all bids, including those deemed necessary for early procurement, are within budget.
- C. Implement an accounting system for effective fiscal control, including monthly cost estimate and status report with budget recommendations. The cost of preparing the monthly status report to Owner is to be included in the CM/GC Fee.
- D. Coordinate the work of all special inspections, Subcontractors, and Vendors. Provide regular and on-going quality inspection and assistance to the Architect in assuring the Work meets the Contract requirements and applicable laws, codes, and ordinances.
- E. Review all Change Order requests, both within the GMP and involving a change to the GMP.
- F. Maintain all Project Records, including permits, construction documents, as-built records, meeting records, submittals, inspection reports, invoices, delivery receipts, daily activity logs, Request for Information (RFI), Architect Supplemental Instructions (ASI), Change Order (CO) etc.
- G. Meet established Project schedule deadlines.

## **6 SPECIAL REQUIREMENTS**

In order to implement the RFP method of CM/GC selection, the Owner will impose some special requirements to ensure an adequate level of competition. Potential CM/GCs shall note the following requirements concerning management of this Project:



- A. The selected CM/GC will be required to document good faith efforts to develop business opportunities for Minority Owned, Women Owned, and Emerging Small Business Enterprises, as required by ORS Chapter 200.
- B. The selected CM/GC will be required to comply with the applicable Oregon prevailing wage rates.
- C. The selected CM/GC will be required to document good faith efforts to include participation of subcontractors and suppliers in bidding process within 25 miles of Seaside, OR.

## 7 PROPOSAL REQUIREMENTS

Proposals shall comply with the following, and where the Proposer is asked to provide information, there shall be a full discussion (and attachments where necessary):

### 7.1 DATE, LOCATION, AND DELIVERY METHOD

- A. Interested CM/GCs must submit their Responses as noted in Section 1 It is the responsibility of the contractor to ensure that Proposals have been received by the City.
- B. NO FAX TRANSMITTED PROPOSALS WILL BE ACCEPTED.

### 7.2 FORM OF PROPOSAL

A Proposer's submitted proposal:

- Shall Submit to City of Seaside one (1) electronic copy.
- The email shall be clearly marked:  
**"City of Seaside– RFP 2023-001 Construction Manager/General Contractor for Seaside Police Department and Seaside Fire Station"**
- Shall be tabulated in separate sections with separator pages in relation to the detailed response requirements set forth in Section 8 of this RFP. Any additional information deemed appropriate should be submitted as a separate document in the same email.
- Shall be in PDF format, 8 1/2" x 11" paper size, with font type no smaller than 11-point.
- Shall be limited to 30 pages of content (i.e., 30 single-sided pages or 15 double-sided pages). Total page count includes the cover letter, but NOT front and back cover, section dividers provided they do not convey information requested in the RFP, the résumés or other forms and attachments required to be submitted.
- Shall be submitted in the following order and structure:
  - Cover Letter (counts as number of pages submitted)
  - Proposal Response (counts as number of pages submitted)
  - Résumés (not counted in number of pages submitted)
  - Completed Attachments (not counted in number of pages submitted)

### 7.3 ACCEPTANCE OF PROPOSAL SPECIFICATIONS, TERMS AND CONDITIONS

The successful Proposer acknowledges and accepts that the specifications listed in this RFP and no others will control any contract awarded unless the successful Proposer expressly states, in whole or by reference, alternate terms or conditions which the successful Proposer wishes the City to consider. Any such alternate terms or conditions will constitute a variance and, if found material, may subject the Proposal to rejection. Any referenced alternate terms or conditions shall be attached to the Proposal for consideration by the City.

### 7.4 ANTI-DISCRIMINATION

In connection with this RFP and in the performance of any subsequent contract, Proposers shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, sexual preference, and/or being physically challenged. Proposers shall take action to ensure that all applicants are treated equally during employment without regard to such status.

### 7.5 PUBLIC RECORDS

This RFP and one (1) copy of each Proposal, together with copies of all documents pertaining to the award of a Contract, shall be kept by the Owner and made a part of a file or record, which shall be open to public inspection. If a Proposal contains any information that is considered a Trade Secret under ORS 192.345, each sheet of such information shall be marked with the following disclosure in bold, red text:

**"This information constitutes a trade secret under ORS 192.345 and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

- A. The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance", ORS 192.345. Therefore, nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.
- B. The above restriction may not include fee schedule or price information, which shall be open to public inspection.
- C. Identifying the Proposal in total as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret.

### 7.6 COMMITMENT TO ENTER INTO CONTRACT

At the beginning of the Proposal there shall appear the following statement endorsed by a person authorized to bind the Proposer in contract: "If this Proposal is accepted by the City, [insert name of Proposer] covenants to execute the contract documents for the work upon completion of negotiations."

## **7.7 COMPLIANCE WITH APPLICABLE LAWS**

In connection with this RFP and the contract, Proposers shall comply with all applicable laws in all aspects in connection with the procurement process of this project and the performance of the contract whether such laws are stated herein or not.

## **7.8 CONTRACT DETAIL**

The City intends to use a modified American Institute of Architects (AIA) A133-2019 Agreement, Standard Form of Agreement Between Owner and Construction Manager, and a modified American Institute of Architects (AIA) A201 General Conditions of the Contract for Construction.

If the proposing firm takes exception to anything contained in the contract agreement provided in Exhibits C through F, those exceptions and/or proposed changes MUST be provided as an additional attachment to your proposal labeled "PROPOSED CONTRACT MODIFICATIONS". This attachment will not be included in the allowable maximum page count. No contract modifications will be considered if submitted after the proposal closing time. Unless City agrees to modify any of the terms and conditions, City intends to enter into a Contract with the successful Proposer substantially in the form set forth in contract agreement provided in Exhibits C through F.

It may be possible to negotiate some provisions of the final Contract; however, City is not required to make any changes and many provisions cannot be changed. Proposer is cautioned that the City believes modifications to the standard provisions constitute increased risk and increased cost to the City. Therefore, City will consider the Scope of requested exceptions in the evaluation of Proposal.

Any subsequent negotiated changes are subject to prior approval of City Council.

The City is willing to negotiate all items, except those listed below:

- Choice of law
- Choice of venue
- Constitutional requirements
- Requirements of applicable Federal and State law
- Requirements of applicable Board policy

In the event that the parties have not reached mutually agreeable terms within 30 calendar days, City may terminate Negotiations and commence Negotiations with the next highest-ranking Proposer.

## **7.9 DELAYED PROPOSAL CLOSING TIME/PROPOSAL OPENING**

The time and date set for the proposal closing and proposal opening will advance to the same time on the City's next business day in the event that weather or other contingency causes the City to be officially closed at the time and date set for the proposal closing and proposal opening.

## **7.10 INVESTIGATION**

The Proposer shall make all investigations necessary to be informed regarding the service(s) to be furnished.

**7.11 LATE PROPOSALS**

Proposals received after the time and date set for proposal closing will not be considered.

**7.12 MISTAKES, ERRORS AND OMISSIONS IN SOLICITATION**

Any mistakes, errors and omissions in this solicitation must be reported immediately to the City.

**7.13 MODIFICATION OF PROPOSAL AFTER AWARD**

An offer to modify the proposal which is received from the successful proposer after award of contract which makes the terms of the proposal more favorable or advantageous to the City will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing on company letterhead, signed by the party signing the proposal or a confirmed authorized representative and must thereafter be accepted by the City in writing. The envelope containing any modification to a proposal shall be marked as follows:

- "Proposal Modification"
- Proposal Number
- Proposal Title
- Letter must be addressed to: Chief Joey Daniels  
Seaside Fire & Rescue  
150 N. Lincoln  
Seaside, OR 97138

**7.14 MODIFICATIONS OF PROPOSAL BEFORE AWARD**

Proposals, once submitted, may be modified in writing if the modification is received in the office of the City Fire Chief prior to the time and date set for proposal closing (see page 1). Any modifications shall be prepared on Company letterhead, signed by the party signing the proposal or a confirmed authorized representative and state that the new document supersedes the prior proposal. This modification document must thereafter be accepted by the City in writing. The envelope containing any modification to a proposal shall be marked as follows:

- "Proposal Modification"
- Proposal Number
- Proposal Title
- Letter must be addressed to: Chief Joey Daniels  
Seaside Fire & Rescue  
150 N. Lincoln  
Seaside, OR 97138

**7.15 OREGON BUSINESS REGISTRATION**

ORS 60.701 requires that foreign corporations be registered in the State of Oregon, through the Office of the Secretary of State, before conducting business in Oregon. A foreign corporation (see ORS 60.001) means a for-profit corporation incorporated under a law other than the laws of the state of Oregon. This registration must be accomplished prior to Contract execution. The current status of the Proposer in this regard shall be stated in the Proposal.

## 7.16 CITY'S RIGHTS

The City may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of qualifications to perform the work described in this RFP.

The City reserves the right, in its sole and absolute discretion and without recourse by Proposers, to take any of the following actions:

- Reject any or all Proposals;
- Issue a new RFP;
- Cancel, modify, or withdraw the RFP;
- Issue addenda, supplements, and modifications to this RFP;
- Modify the RFP process (with appropriate notice to proposers);
- Appoint a selection committee and evaluation teams to review responses received to this RFP and seek the assistance of outside technical experts in the response evaluations;
- Hold meetings and exchange correspondence with the Proposers to seek an improved understanding and evaluation of the responses;
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses;
- Waive minor irregularities in responses;
- In the negotiations for the contract with the selected proposer to change the dates for performance from that set forth in Section 4 hereof; and/or
- Refuse to issue a contract at all.

The City is not obligated to enter into any contract, and under no circumstances shall it have any obligation to pay for any costs or expenses incurred by any Proposer in the preparation or submission of a response to this RFP or in anticipation of a contract.

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFP, attending briefing(s), providing supplemental information, and all subsequent costs and expenses. By submitting a response to this RFP, a Proposer disclaims any right to be paid for such costs by the City or anyone else.

## 7.17 PROPOSAL VALIDITY

All proposals shall remain valid for a period of 90 days following the RFP deadline.

## 7.18 PROTEST OF PROPOSAL SPECIFICATIONS OF TERMS AND CONDITIONS\*

Protests of proposal specifications or terms and conditions shall be presented to the City Fire Chief in writing ten (10) calendar days prior to proposal closing. Such protest shall include the reason(s) for protest and any proposed changes. If, in the opinion of the City, a change is required for the Request for Proposals (RFP), an addendum will be issued. Envelopes containing protests shall be marked as follows:

- "Protest RFP"
- Proposal Number
- Proposal Title
- Letter must be addressed to: Chief Joey Daniels, Seaside Fire & Rescue  
150 N. Lincoln, Seaside, OR 97138

#### 7.19 PROTEST OF PROPOSAL AWARD\*

Protests of proposal award shall be presented to the City Fire Chief in writing seven (7) calendar days after notice of Intent to Award is published. Such protest shall include the reason(s) and evidence for protest, alleged damages and remedial action requested. The City shall consider and respond in writing in a timely manner. If, in the opinion of the City, a change is required for the Request for Proposals (RFP), an addendum will be issued. Envelopes containing protests shall be marked as follows:

- "Protest Award"
- Proposal Number
- Proposal Title
- Letter must be addressed to: Chief Joey Daniels  
Seaside Fire & Rescue  
150 N. Lincoln  
Seaside, OR 97138

*A written protest that is not specific enough to comply with the terms of this Section will not be considered.* Any protest not set forth in writing within the time limits specified in this RFP shall not be considered. Except as otherwise stated above, Proposer's are directed to OAR 137-048-0240 for additional protest procedures.

#### 7.20 PUBLICITY

News releases or announcements relating to this RFP will not be made without prior approval by, and in coordination with, the City.

#### 7.21 WRITTEN QUESTIONS, COMMENTS AND ADDENDA, RULES OF CONTACT

Questions and comments pertaining to this solicitation must be submitted in writing according to the Proposal and Award Timeline to:

- For technical questions / clarifications in schematics:  
Brian Knight, WRK Engineers, Inc.  
brian@wrkengrs.com
- For Questions regarding the RFP process:  
Tyler Brumit, WRK Engineers, Inc.  
tylerb@wrkengrs.com

If, in the City's opinion, additional information or interpretation is necessary, such information will be supplied in the form of Addenda. Addenda shall have the same binding effect as though contained in the main body of the Request for Proposals. The successful Proposer shall acknowledge receipt of all addenda issued, either with the proposal, or separately, in writing, prior to the time and date set for proposal closing.

Addenda shall be sent within a reasonable time to allow prospective proposers to consider them in preparing their proposals.

ORAL INSTRUCTION OR INFORMATION CONCERNING THE REQUEST FOR PROPOSALS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE PROPOSERS SHALL NOT BIND THE CITY AND SHALL NOT BE RELIED UPON.

Other City employees or agents, including the Evaluation Committee and Board of Directors, shall not be contacted once the RFP is issued and until a final selection and award is made.

## 8 PROPOSAL CONTENT

### 8.1 DETAILED RESPONSE REQUIREMENTS

**Proposals must reply to each of the following items. Responses must be in the same order listed below. Concise and direct answers are encouraged.**

By listing individuals in the Proposal, the firm guarantees that these individuals will be available to work on the Project at the approximate percentages shown. The Owner reserves the right to approve or reject any changes to the proposed personnel. The Owner further reserves the right to request a substitution of personnel if deemed to be in the best interest of the Owner.

#### 8.1.1 Cover Letter

#### 8.1.2 Company Overview

Provide an overview of your company including years in business, office locations, and general work history answering the following questions:

1. How long has your organization been in business in Oregon as a CM/GC under your present business name and license number?
2. Please confirm that you hold an Oregon Contractors License that is current, valid, and in good standing with the Oregon Construction Contractors Board (CCB). Has the license been suspended or revoked in the past fifteen years? If so, please explain.
3. Have you, your responsible managing individual, or any partner, or officer or member ever been licensed in Oregon under a different name or license number? If yes, please list all the name(s) and license number(s).
4. Is your organization connected with other organizations as a subsidiary, parent, holding or affiliate? If so, please explain.
5. How many new and or renovated Fire Station projects of at least 1 million dollars in hard construction cost has your organization completed in the past five (5) years? Please list all.
6. Has your organization ever failed to complete a construction or modernization contract in the past ten (10) years? If so, please explain.
7. Has your organization ever failed to complete a contract in the past ten (10) years within the authorized contract time? If so, please explain.

8. Has your firm been assessed liquidated damages in the past ten (10) years? If so, please explain.
9. Has your organization ever been disqualified from submitting a proposal or a bid on a State of Oregon project, fire district project, or other public work project? If so, please explain.
10. What is your current total bonding capacity? A letter from your bonding company is required as part of your response to verify bonding capacity.
11. What is your current available bonding capacity?
12. Has your organization been unable to obtain a bond or been denied a bond for a contract in the past ten (10) years? If so, please explain.
13. Has your organization ever defaulted on a contract forcing a surety to suffer a loss? If so, please explain.
14. Has your organization declared bankruptcy or been placed in receivership in the past ten (10) years? If so, please explain.
15. Has your organization received a Notice of Default, or Notice of Intent to Terminate on a public works project in the last ten (10) years? If so, please explain.
16. Has your organization's contract on a Public Works project been terminated or canceled by the public entity owner in the last ten (10) years? If so, please explain.
17. Is your organization currently involved in Dispute Resolution defined as Mediation, Arbitration or Litigation related to a construction project? If so, please explain.
18. Has your organization been involved in Dispute Resolution defined as Mediation, Arbitration or Litigation in the past ten (10) years related to a construction project? If so, please explain.



CITY OF SEASIDE  
CONSTRUCTION MANAGER/GENERAL CONTRACTOR  
REQUEST FOR PROPOSAL

19. Are there currently any liens/stop notices for labor and/or materials filed against your organization? If so, please explain.
20. How many liens, bond claim, or enforcement lawsuits against your organization have been lost or settled by the organization in the past ten (10) years? Please explain.
21. How many construction-related claims, complaints, and/or cross-complaints has your organization filed in court in the last ten (10) years? Please explain.
22. How many construction-related claims has your organization mediated or arbitrated in the last ten (10) years? Please explain.
23. In the past three (3) years, how many unresolved change orders resulted in a claim filed by your organization? Please explain.
24. Has any employee, individual, or entity filed a complaint in the past ten (10) years against your organization with the Oregon Construction Contractors Board (CCB)? If so, how many were filed and how were the complaints resolved?
25. Has there been any occasion during the last ten (10) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the federal or state prevailing wage laws? If so, please explain.
26. In the past three (3) years, has any action or administrative proceeding for back wages, penalties or other sanctions been filed against your organization for failure to pay state or federal prevailing wages or for failure to comply in any way with the state or federal prevailing wage laws? If so, please explain.
27. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? If so, please explain.
28. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? If so, please explain.

29. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction? If so, please explain.
  
30. Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? If so, please explain.
  
31. During the last ten (10) years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? If so, please explain.

In addition, please provide a description of your company's general construction experience.

#### 8.1.3 **Similar Project History**

- A. Provide a description of your company's recent experience in the construction of at least three (3) public agency projects of like size (or larger) and type within the past seven (7) years. Preference is given to SRGP projects completed.
  
- B. Provide reference contact name, phone and email address for each listed project, as well as the date the project was completed.

#### 8.1.4 **Safety**

Provide a general description of your company's safety programs, as well as your most recent Workers Compensation Insurance experience modifier answering the following questions:

- A. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?
  
- B. List your firm's Experience Modification Rate (EMR) (Oregon workers' compensation insurance) for each of the past three (3) premium years:

Current year: \_\_\_\_\_  
Previous year: \_\_\_\_\_  
Year prior to previous year: \_\_\_\_\_

#### 8.1.5 **Firm Experience**

- A. Provide a listing, in chronological order, of your company's most recent completed projects within the last seven (7) years (of like size and type) of 1 million dollars or more. Provide a list of at least five (5) projects. Information on these projects should include the following:

- 1) Name of the owner, contact person, and **current phone number and email address**
  - 2) The Architect, contact person, and **current phone number and email address**
  - 3) Location of the project and completion date
  - 4) A brief description of the job
  - 5) Amount of contract award or negotiated GMP (if applicable)
  - 6) Final contract amount and total amount of change orders
  - 7) Total project claims going to mediation/arbitration/litigation and their disposition
- B. Provide a listing, in chronological order, of your company's public construction contracts, regardless of amount.

## 8.2 STAFFING & STAFF QUALIFICATIONS

- A. Provide a Project organization chart showing your proposed staff for this Project, including project management, corporate oversight and administration, estimating, preconstruction services and onsite construction supervision. Detail whether each person is an employee or sub-contractor.
- B. Include résumés for all individuals listed in the chart. Indicate the proposed percentage that each person will work on this Project during the Construction Phase. The résumés must include each individual's education, work history, length of tenure with the company, prior work experience with similar projects and any experience working with public sector projects.
- C. For those individuals who are not full-time, describe how and when they will work on the Project. Additionally, describe the prior experience, if any, of the team members working with each other on projects (please be specific) and what roles they will fill on the proposed team for this Project.

## 8.3 FEES

- A. State the total Construction Phase fee as a percentage of the cost of work for services described in the RFP.
- B. State your Payment and Performance Bond Rate as a percentage of the construction cost of work for services described in the RFP.
- C. State your Insurance Rate of the construction cost of work for services described in the RFP.
- D. State your Pre-Construction Services hourly rate. Note: Pre- Construction fees will be negotiated based upon an agreed scope of work.

#### 8.4 GENERAL CONDITIONS

- A. Proposers are required to complete a table indicating estimated General Condition Work costs associated with the CM/GC RFP and submit the completed table with their Proposal. These costs will be considered as part of the evaluation to select the apparent successful Proposal, and, when finally negotiated, will become part of the final contract with the selected CM/GC. The **City** reserves the right to negotiate the cost of individual items of General Condition Work. Included in Attachment F is a list of allowable General Conditions. Proposers should use this format when submitting their response.
- B. Provide hourly rate for Senior Project Manager, Project Manager, Project Engineer, and Project Superintendent. Labor rate to include all burdens and mark ups.

#### 8.5 OTHER SERVICES

- A. Cost Estimating: Describe your process for cost estimating at each of the design phases. Provide an example of a construction document cost estimate for a similar project in scope and size.
- B. Value Engineering: Demonstrate a history of Value Engineering of public projects. Explain your approach to the Value Engineering process as well as the analysis used when reviewing products and systems. Describe the difference between Value Engineering and Cost Cutting. Provide examples of Value Engineering reports provided for previous projects.
- C. Constructability Review: Demonstrate a history of Constructability / QA/QC practices during the Construction Document phase to enhance “biddability” and “buildability.” Describe and provide a copy of your Constructability Review process / program and detail how you integrate this process into the bidding phase of the Project. Identify staff or team members who will be assigned to assist with Constructability / QA/QC as a part of this Project. Provide résumés of staff and detail out their unique skill sets as it pertains to Constructability / QA/QC. Provide examples.
- D. Subcontractor and Supplier Outreach: Provide an outreach and solicitation plan for attracting qualified sub-contractors and material suppliers. Recognizing that the region is presently experiencing extreme market saturation, provide a plan that maximizes the number of subcontractors and suppliers that will submit bids to the Project.
- E. Provide an outreach and recruitment plan for inclusion of local sub- contractors and material suppliers, defined as within a 25-mile radius of Seaside, OR.

#### 9 EVALUATION CRITERIA

Potential CM/GCs not submitting all required information or documents in their Proposals may be considered non-responsive, and the Owner at its option may decide not to consider their Proposals. Each Proposal shall contain the desired information in the format specified.

Responsive Proposals will be evaluated in accordance with the following:

Reference numbers below are from Section 8- Detailed Response Requirements, which indicates the scope of each criterion. Points listed below are the total possible points which can be awarded for each criterion.

<b>CRITERIA</b>	<b>POINTS</b>
1. Cover Letter	0
2. Company Overview	35
3. Similar Project History	15
4. Safety	10
5. Firm Experience	15
6. Staffing and Staff Qualifications	20
7. Fee	10
8. General Conditions	5
9. Other Services	
Cost Estimating	10
Value Engineering	10
Constructability Review	10
Subcontractor/Supplier Recruitment, general	5
Subcontractor/Supplier Recruitment, local	5

**TOTAL POSSIBLE SCORE 150**

**10 ATTACHMENTS**

- A. Signature Page (MUST BE SIGNED AND RETURNED WITH PROPOSAL)
- B. Certifications / Residency (MUST BE SIGNED AND RETURNED WITH PROPOSAL)
- C. Draft AIA A133 - 2019 Standard Form of Agreement between Owner and Construction Manager  
 Draft AIA A133-2019, Exhibit A, Guaranteed Maximum Price Amendment  
 Draft AIA A133-2019, Exhibit B, Insurance and Bonds
- D. Draft AIA A201 - 2017 General Conditions of the Contract for Construction
- E. Exhibit C - Public Improvement
- F. General Conditions - Cost of Work Matrix
- G. Seaside Police Department – Strengthening Concepts
- H. Seaside Fire Station – Strengthening Concepts

**END OF REQUEST FOR PROPOSAL**

# CITY OF SEASIDE

## POLICE DEPARTMENT AND FIRE STATION SEISMIC REHABILITATION



**PREPARED FOR:**

City of Seaside: RFP 2023-001 Construction Manager/General Contractor for Seaside Police Department and Seaside Fire Station

**PREPARED BY:**

O'Brien Design+Build | 139 W. 2nd Ave, Suite 5 & 6, Cannon Beach, OR 97110  
(971) 865-2983 | [www.obrien-co.com](http://www.obrien-co.com)

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**JANUARY 19TH, 2023**

City of Seaside  
Chief Joey Daniels  
Fire Chief



Chief Joey Daniels and members of the selection committee,

We are pleased to be considered to provide construction management and general contracting services for the City of Seaside Police Department and Fire Station Seismic Rehabilitation Project.

Your mission to provide fire protection, rescue, and emergency medical services to the citizens and visitors of the city is noble, and we would be thrilled to help support your mission through this partnership. We live, work, and play here - this is our backyard too.

As highlighted throughout this proposal, we have assembled the best team to maximize the Fire District's value for the following reasons:

- We are a qualified CM/GC with current relevant experience in construction/renovation of similar facilities, particularly experience with the Oregon Seismic Rehabilitation Program. We have built coastal fire stations, police stations/similar federal projects, seismic rehabilitations, CM/GC projects, public agency projects, and Oregon Coast projects.
- We have successfully delivered many projects in Seaside and other Oregon Coast communities.
- We are local and invested in our Oregon Coast communities.

Thank you for reviewing our qualifications and highlighted project successes. We look forward to the opportunity to engage with your team!

Sincerely,

A handwritten signature in blue ink, appearing to read "Keeley O'Brien".

Keeley O'Brien, DBIA  
President/Owner  
keeley@obrien-co.com



# COMPANY OVERVIEW



## OVERVIEW OF COMPANY

O'Brien Design+Build (O'Brien) is a fully integrated design and construction firm that strives for excellence using our process and tools to build more accurately, intentionally, and sustainably. We work as one team (with external or our internal architects) to empower our clients and provide them with an exceptional experience, faster delivery, and a lower cost for a high-quality project.

We work to maximize the value for our clients through both cutting-edge technology and unique in-house access to project teams who collaborate from concept to completion, saving our clients time and money.

## YEARS IN BUSINESS

O'Brien was established in 2011 by CEO Keeley O'Brien who had the goal of bringing excitement back into building.

## OFFICE LOCATIONS

We have offices in Seaside, Cannon Beach, Portland, Bend, Dundee, and Eastern Washington.

## GENERAL WORK HISTORY

Although most of our work is executed via the design+build method, we also serve solely as general contractors in more traditional project delivery working with a wide range of architectural firms, interior designers, owner's reps, private and public clients, developers, etc.

### Our services include:

Construction Management/General Contracting  
 General Contracting  
 Design-Build with External Architect  
 Design-Build with In-House Architect  
 Development  
 Preconstruction Services  
 Owner's Representative  
 BIM Modeling  
 Aerial Drone/Mapping

For the last decade, O'Brien has completed ground up, additions and renovations on a variety of building types including:

- Fire Stations
- Public Work
- Commercial
- Office/Retail
- Multifamily
- Hospitality
- Community Buildings
- Public works/Education
- Brewery/Distillery
- Industrial/Manufacturing
- Residential
- Winery

## PROPOSAL QUESTIONS

1. **How long has your organization been in business in Oregon as a CM/GC under your present business name and license number?**

Since October 18th, 2011.

2. **Please confirm that you hold an Oregon Contractors License that is current, valid, and in good standing with the Oregon Construction Contractors Board (CCB). Has the license been suspended or revoked in the past fifteen years? If so, please explain.**

We hold an Oregon Contractors License which is current, valid, and in good standing with the Oregon Construction Contractors Board (CCB). Our current CCB number is 195235, and our license has never been suspended or revoked.

3. **Have you, your responsible managing individual, or any partner, or officer or member ever been licensed in Oregon under a different name or license number? If yes, please list all the name(s) and license number(s).**

No.

4. **Is your organization connected with other organizations as a subsidiary, parent, holding or affiliate? If so, please explain.**

No.

- 5. How many new and or renovated Fire Station projects of at least 1 million dollars in hard construction cost has your organization completed in the past five (5) years? Please list all.**

Garibaldi Fire Station and Arch Cape Fire Station were completed longer than 5 years prior.

None in the last (5) years. Currently under contract (Estimated \$1.6M Valuation) with Depoe Bay Fire Station for the Gleneden Beach Fire Station Seismic Rehab slated to start construction in February 2023.

- 6. Has your organization ever failed to complete a construction or modernization contract in the past ten (10) years? If so, please explain.**

No.

- 7. Has your organization ever failed to complete a contract in the past ten (10) years within the authorized contract time? If so, please explain.**

No.

- 8. Has your firm been assessed liquidated damages in the past ten (10) years? If so, please explain.**

No.

- 9. Has your organization ever been disqualified from submitting a proposal or a bid on a State of Oregon project, fire district project, or other public work project? If so, please explain.**

No.

- 10. What is your current total bonding capacity? A letter from your bonding company is required as part of your response to verify bonding capacity.**

Please find attached bonding letter in our Appendix.

- 11. What is your current available bonding capacity?**

Aggregated amount of \$25 million.

- 12. Has your organization been unable to obtain a bond or been denied a bond for a contract in the past ten (10) years? If so, please explain.**

No.

- 13. Has your organization ever defaulted on a contract forcing a surety to suffer a loss? If so, please explain.**

No.

- 14. Has your organization declared bankruptcy or been placed in receivership in the past ten (10) years? If so, please explain.**

No.

- 15. Has your organization received a Notice of Default, or Notice of Intent to Terminate on a public works project in the last ten (10) years? If so, please explain.**

No.

- 16. Has your organization's contract on a Public Works project been terminated or canceled by the public entity owner in the last ten (10) years? If so, please explain.**

No.

- 17. Is your organization currently involved in Dispute Resolution defined as Mediation, Arbitration or Litigation related to a construction project? If so, please explain.**

No.

- 18. Has your organization been involved in Dispute Resolution defined as Mediation, Arbitration or Litigation in the past ten (10) years related to a construction project? If so, please explain.**

No.

- 19. Are there currently any liens/stop notices for labor and/or materials filed against your organization? If so, please explain.**

No.

**20. How many liens, bond claim, or enforcement lawsuits against your organization have been lost or settled by the organization in the past ten (10) years? Please explain.**

None.

**21. How many construction-related claims, complaints, and/or cross-complaints has your organization filed in court in the last ten (10) years? Please explain.**

None.

**22. How many construction-related claims has your organization mediated or arbitrated in the last ten (10) years? Please explain.**

None.

**23. In the past three (3) years, how many unresolved change orders resulted in a claim filed by your organization? Please explain.**

None.

**24. Has any employee, individual, or entity filed a complaint in the past ten (10) years against your organization with the Oregon Construction Contractors Board (CCB)? If so, how many were filed and how were the complaints resolved?**

No.

**25. Has there been any occasion during the last ten (10) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the federal or state prevailing wage laws? If so, please explain.**

Yes. The reason was that during set up of rates in our payroll system, the zone differential add-on rate for one class (laborer) was entered incorrectly. The issue was corrected, and payment was made to each employee who experienced the error and the company was not fined as due diligence was proven during the audit.

**26. In the past three (3) years, has any action or administrative proceeding for back wages, penalties or other sanctions been**

**filed against your organization for failure to pay state or federal prevailing wages or for failure to comply in any way with the state or federal prevailing wage laws? If so, please explain.**

No.

**27. In the last five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm? If so, please explain.**

No.

**28. Has your firm or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity? If so, please explain.**

No.

**29. Has your firm or any of its owners, officers, or partners ever been convicted of a crime involving any federal, state, or local law related to construction? If so, please explain.**

No.

**30. Has your firm or any of its owners, officers, or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty? If so, please explain.**

No.

**31. During the last ten (10) years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required? If so, please explain.**

No.

**In addition, please provide a description of your company's general construction experience.**

Please find additional information on the following pages.

## DESCRIPTION OF OUR GENERAL CONSTRUCTION EXPERIENCE

O'Brien specializes in general contracting projects, CM/GC projects, and design+build projects with high owner involvement and team integration, allowing our owners to achieve the maximum benefit from the construction budget. Our team has completed hundreds of projects throughout Oregon and Washington, and we are committed to bringing construction excellence to our clients across the Northwest.

## WHY CHOOSE OUR TEAM

Below, we provide 3 reasons that explain why our experience and project team makes us best suited to successfully deliver this project for The City of Seaside Police Department and Fire Station District.

1. We specialize in building similar projects.
2. We have successfully delivered many projects in Seaside and other Oregon Coast communities.
3. We are local to and invested in our Oregon Coast communities.

## 1. WE SPECIALIZE IN BUILDING SIMILAR PROJECTS

We have experience building:

- ✓ Coastal Fire Stations
- ✓ Police Stations
- ✓ Seismic Rehabilitations
- ✓ CM/GC Projects
- ✓ Public Agency Projects
- ✓ Oregon Coast Projects

### ✓ Coastal Fire Station Experience:

We successfully built Garibaldi Fire Station/City Hall as well as Arch Cape Fire Station. Both projects involved full renovations of active fire stations. Garibaldi Fire Station was also a seismic update including building residing.

In addition to those fire stations, we were just recently awarded the Depoe Bay Fire Station 22 Seismic Upgrade Project.

Arch Cape Station | Arch Cape, OR



Garibaldi Fire Station/City Hall | Garibaldi, OR



Depoe Bay Fire Station 22 | Depoe Bay, OR



### ✓ **Police Stations/Similar Experience:**

Our company's story began before we became O'Brien Design+Build. Our CEO's father, Pat O'Brien owned O'Brien Constructors, a general contracting company that helped pioneer the CM/GC process in the 1980's.

The O'Brien family has been building similar projects to the City of Seaside Police Department and Fire Station Seismic Rehabilitation beginning with the Coast Guard Base project in Astoria, OR.

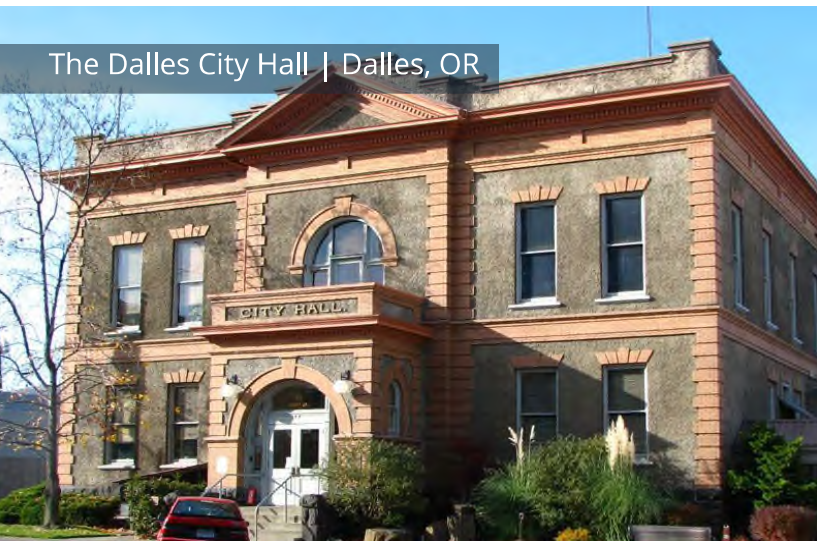
Similar projects to the police station that were completed under the O'Brien Constructor name include:

#### **The Dalles City Hall**

\$300,000 | Dalles, Oregon

The project involved renovating a historic city courthouse and fire house. The team completed a full renovation of courthouse offices and turned sections of the building into a fire museum.

The Dalles City Hall | Dalles, OR



#### **Inverness Jail**

\$340,000 | Tigard, OR

Our team worked on several projects for Inverness Jail including an interior renovation which focused on inmate connectivity. The project involved renovations of the offices and new high-end overhead doors for more flexibility in usage of space. This project was also state funded.

#### **Yamhill Juvenile Justice Center**

\$2.1 million | McMinnville, OR

The team worked with the Yamhill Sheriff's office to complete a large renovation of an existing jail of Yamhill County to be more modern and up to code. The remodel included a seismic upgrade, new juvenile cells, cafeteria, kitchen, sally ports/secured entryways. This remodel was awarded as a Best Public Works Project for Yamhill County.



Yamhill Juvenile Justice Center | McMinnville, OR

#### **Rockaway City Hall/Community Center**

\$2.5-3 million | Rockaway Beach, OR

Large ground-up project which included new city offices, community meeting rooms, and a health clinic inside the building.

#### **UPS Portland Federal Office**

\$790,000 | Portland, OR

A complex and technical build-out of the post office internal communications system which included building security rooms, IT rooms, completing the wiring and installation of automated locking systems and doors.

#### **Multnomah County Justice Center**

\$290,000 | Portland, OR

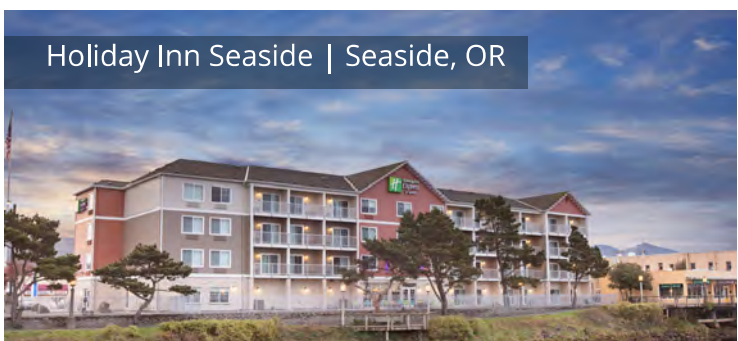
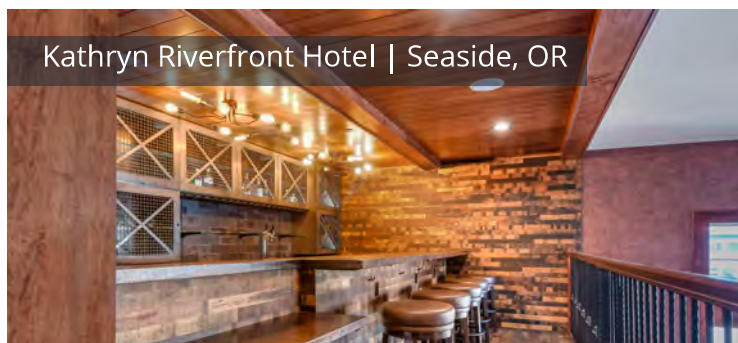
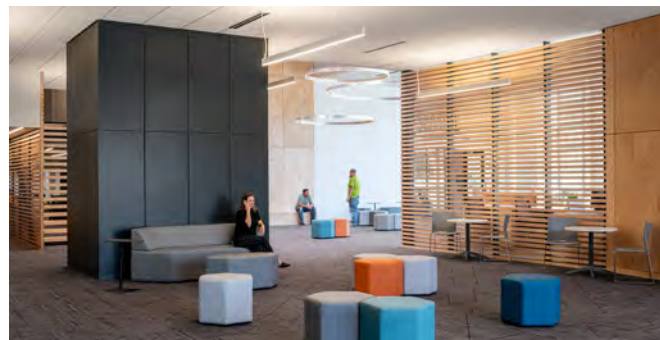
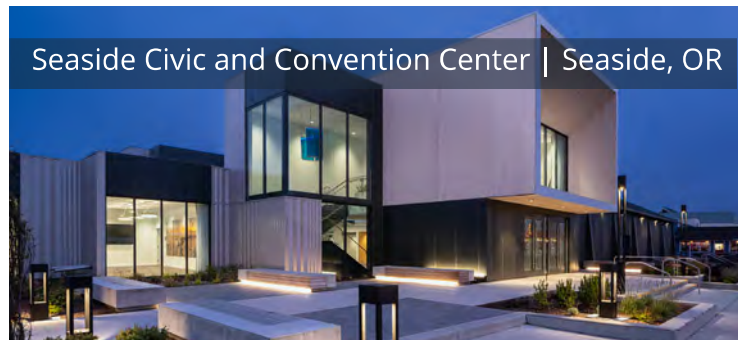
The team completed renovation work to Multnomah's secure facility as a general contractor. The facility houses a sheriff's office, a detention center, and four courtrooms.

#### **Throughout this proposal, we showcase our experience building:**

- ✓ Seismic Rehabilitations
- ✓ CM/GC Projects
- ✓ Public Agency Projects
- Oregon Coast Projects

## 2. WE HAVE SUCCESSFULLY DELIVERED MANY PROJECTS IN SEASIDE AND OTHER OREGON COAST COMMUNITIES.

We have successfully built a variety of projects in Seaside and other Oregon Coast communities including a few highlighted projects below.



### 3. WE'RE LOCAL AND INVESTED IN THE OREGON COAST

With an office in Cannon Beach, we are local to the Oregon Coast community. We bring an expertise in working with the local jurisdictions, local employees and building in the coastal environment. We specialize in building envelopes, watertight buildings, and the coastal weather.

We have been noted for our excellent coast work and have even received multiple DJC Top Project Awards for the Seaside Civic and Convention Center Expansion Project and Nestucca K-8 Expansion Project.



**In addition to being local members of, we are also invested in the Oregon Coast community.**

**We build the Oregon Coast Community:** We continue to be highly involved in the communities we build in. In the past 5 years alone, the O'Brien team has built and renovated several educational facilities, community centers, and we have been continuous supporters of many local non-profits throughout Oregon. In fact, we've been recognized as one of the most philanthropic companies many years in a row by the Portland Business Journal Corporate Philanthropy Awards.

Additionally, our team is part of and invested in the local community and the project's success. Our goal is to keep 70-80% of the project's funds within the coast community like we did on the \$11 million Headlands Resort and Spa, Nestucca K-8 Expansion, and Seaside Civic and Convention Center Expansion projects.

**We are providing opportunities for the next generation of the Oregon Coast Community:** We have teamed up with a local Community College, fellow construction partners, and BOLI consultants to assemble a **Joint Apprenticeship Training Committee**. This program creates more opportunity for a broader reach of career path development for the next generation in our community.

In addition, we were hired to build and assist with developing Nestucca Valley School District's Career & Technical Education Program. The 13,000 square foot building will house shop spaces, classrooms, a weight room, and a mezzanine.

Nestucca School District's Future CTE School (Rendering Courtesy of ZCS Architecture)





# SIMILAR PROJECT HISTORY



# TILLAMOOK EAST ELEMENTARY SCHOOL SEISMIC REHABILITATION

Tillamook, OR



## PROJECT OVERVIEW:

- CM/GC seismic retrofit of school classrooms, offices, cafeteria, and gymnasium.
- Total cost was \$2.026,150 million.
- No change orders
- Oregon Coast project
- Seismic rehabilitation

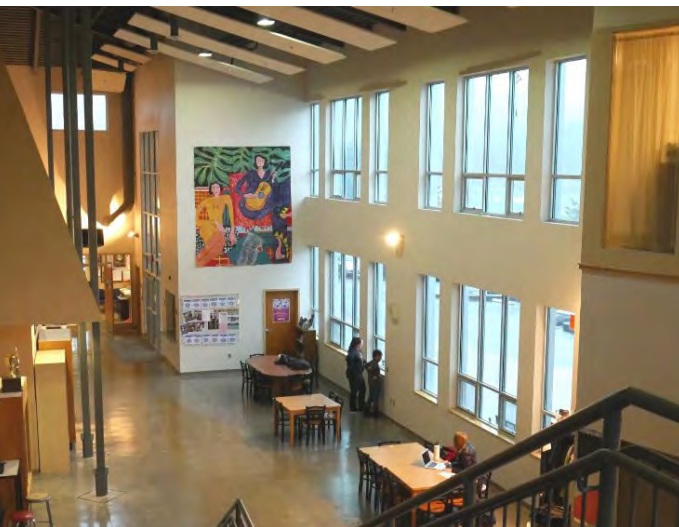
Contact: Randy Schild: (503) 842-4414

Date Completed: August 2019



# NESTUCCA JUNIOR-SENIOR HIGH SCHOOL SEISMIC REHABILITATION

Cloverdale, OR

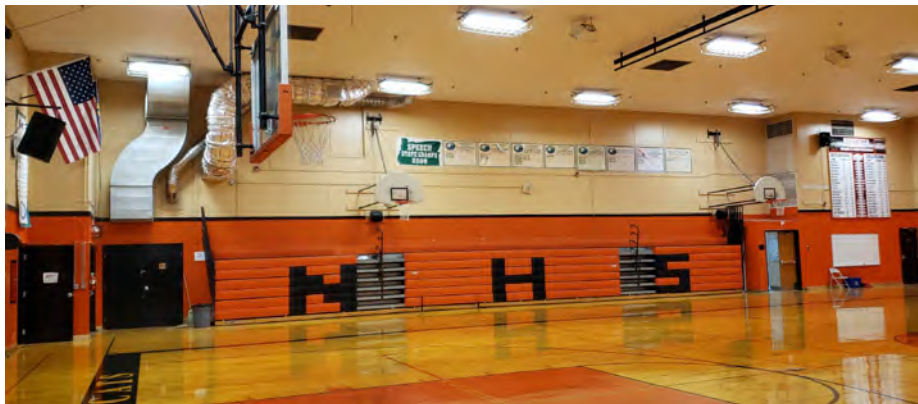


## PROJECT OVERVIEW:

- CM/GC renovation and expansion of junior-senior high school including gym and cafeteria updates.
- Total cost was \$2,058,272 million.
- Only \$46,584 worth of change orders
- Oregon Coast project
- Seismic rehabilitation

Contact: Misty Wharton: (503) 392-3435

Date Completed: November 2020



# NESTUCCA VALLEY ELEMENTARY SEISMIC REHABILITATION

Cloverdale, OR

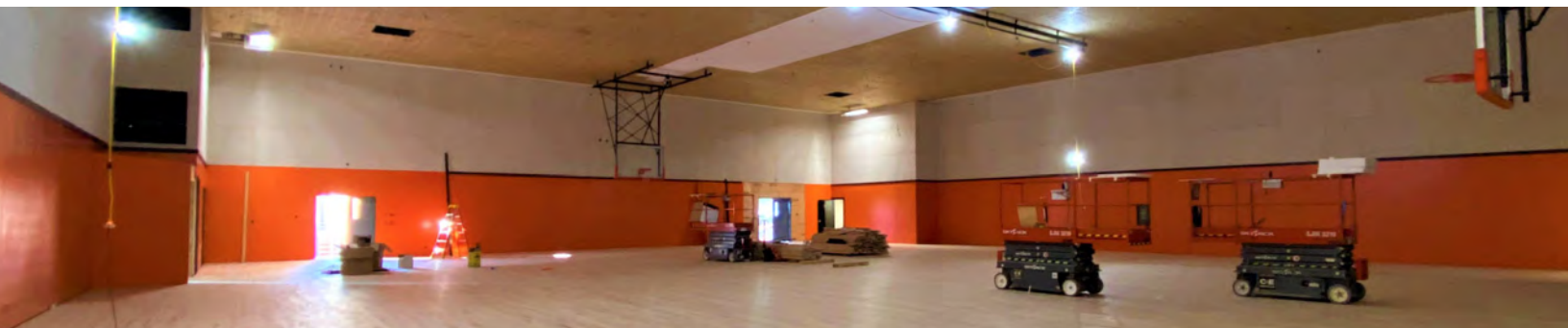


## PROJECT OVERVIEW:

- CM/GC renovation and expansion of junior-senior high school including gym and cafeteria updates.
- Total project cost was \$1,236,228.
- Successful completion of this project lead our team to complete various other projects for the Nestucca Valley School District including the ground-up Nestucca K-8 school.
- Oregon Coast project
- Seismic rehabilitation

Contact: Misty Wharton: (503) 392-3435

Date Completed: November 2020



# LIBERTY ELEMENTARY SEISMIC REHABILITATION

Tillamook, OR



## PROJECT OVERVIEW:

- CM/GC seismic retrofit of school gymnasium.
- Total project cost was \$998,223.
- Oregon Coast project
- Seismic rehabilitation

Contact: Randy Schild/(503) 842-4414

Date Completed: August 2017



# GARIBALDI GRADE SCHOOL SEISMIC REHABILITATION

Garibaldi, OR



## PROJECT OVERVIEW:

- CM/GC seismic retrofit of school gymnasium.
- Completed in August 2019
- Total cost was \$1,448,811.
- Oregon Coast project
- Seismic rehabilitation

Contact: Paul Erlebach/(503) 355-2222

Date Completed: August 2019



# NEHALEM ELEMENTARY SCHOOL SEISMIC

Tillamook, OR



## PROJECT OVERVIEW:

- CM/GC seismic retrofit of school gymnasium and playground installation.
- Total cost was \$1,259,652.
- Oregon Coast project
- Seismic rehabilitation

B. Contact: Paul Erlebach: (503) 355-2222  
Date Completed: August 2018



# SEASIDE CIVIC & CONVENTION CENTER ADDITION

Seaside, OR



## PROJECT OVERVIEW:

- \$13 million major renovation to the Seaside Convention Center.
- This project received a third place prize for the DJC Top Projects 2021 for small public parks/spaces category.
- The building was fully operational during construction, and the expansion added 19 percent more space totaling 55,000 square feet.
- The project involved renovations and upgrades to ballrooms, offices, lighting, storage, and plumbing.
- It also included a new lobby, a second plaza, a 35 percent expansion to the Necanicum Ballroom, new meeting spaces and entrances.

Contact: Russ Vandenburg: (503) 738-8585

Date Completed: June 2019

**DJC** OREGON  
**TOP PROJECTS**  
 2021: Public Parks/Spaces



# NESTUCCA K-8 SCHOOL AND EXPANSION

Cloverdale, OR

DJC Top Project Award



## PROJECT OVERVIEW:

- \$24.7 million expansion and renovation project to a K-8 campus.
- This project received a first place prize for the DJC Top Projects 2022 for small primary education category.
- The project elements included a double gym, administrative offices, staff lounge, media center, kitchen, science and computer labs, breakout areas for both elementary and middle school students, an expansive commons area, etc.
- Oregon Coast project

Contact: Misty Wharton: (503) 392-3435

Date Completed: August 2021

DJC OREGON  
**TOP PROJECTS**  
 2022: Primary Education

# SAFETY



## GENERAL SAFETY PROGRAM

As a design+build contractor, safety starts at the design kickoff. During constructability reviews at each design phase, our team looks at design strategies to improve field safety. Safety is an important part of our company culture and is lead by Chris Dahl, our Safety Manager. Certified in numerous work categories, Chris provides training and certification onsite to our crews and subcontractors.

Other specific safety measures include:

### **Mitigating Impact to the fire/police station:**

Uphold public safety and eliminate disruptions to community, firefighters, and visitors throughout construction is our priority. Separating the public from the construction zone is imperative for a safe and successful project.

**Mobilization and Site Security:** We will fence the perimeter of the site and maintain all construction activities inside the fence line for public safety. The site fence also acts as our first line of defense for security.

**Material Delivery and Site Access:** All deliveries will be coordinated at the gate and material stage area. Site access will be limited to one entry gate to control all personnel entry.

**Pedestrian Safety:** Site fencing will be installed surrounding the designated area and will be in place throughout the entire project. During the construction of the fire station, crews will post clear signage directing pedestrians to building entries and campus access, and our fencing will retract to encompass the building construction zone.

**Noise and Dust Control:** Advance notice and coordination of any disruptive activities will occur to minimize disruption for the firefighters, police department staff, visitors and surrounding communities.

Construction will typically take place during normal business hours of 7:00 a.m. to 5:00 p.m; however, we are always open to adjusting work to occur outside of these hours to mitigate impacts to the stations' activities.

**Signage:** Signage at pedestrian pathways will be installed with direct views from our trailer over this sensitive crossing. The natural construction entrance can have low visibility especially in the early morning with coast fog. To address this, we will request to trim vegetation for site line visibility at the construction entrance and will install construction signage warning of trucks pulling off the site. We are well versed in protecting sensitive environmental areas such as trees and wetlands. Recycling of construction waste is now standard, but we work to reduce waste for every job.

**Inclement Weather:** We know how to deal with frequent storms and the ever-changing weather on the Oregon Coast. We understand that storms require us to double the bracing while setting gables. We know when it's not safe to sheet a roof or to make crane picks because of high winds. We understand the risk of weakening tree groves from select cutting. also know how to deal with the erosion from rain, and we have strong relationships with coastal DEQ inspectors which will be important with the implementation of the erosion control plan.

**Wildfires:** Air quality monitoring from wildfires and heat index monitoring is critical for those that live on the coast and are not used to high heat index days.

**Background Checks:** We are well versed in implementing a background check and badging process as a part of our site orientation.



**A. REQUIRED SAFETY MEETINGS**

Recorded safety meetings for every project are required daily. Our project management system has compliance holds on subcontractors that must submit site specific safety plans before they start their scope. Copies of those plans are reviewed by the project foremen, superintendent, and field crews in daily safety huddles before the work starts to ensure everyone understands any associated risks to the workers or the project.

**B. EXPERIENCE MODIFICATION RATE**

We are proud to have one of the best safety experience mod rates in the industry averaging .62. As a result, we are one of only three companies in Oregon that are part of a private insurance program. This leads to lower worker compensation and insurance rates, with significant savings being passed on to our clients.

- Effective 10/1/2022: 0.62
- Effective 10/1/2021: 0.66
- Effective 10/1/2020: 0.61



# FIRM EXPERIENCE



## A. LIST OF SIMILAR PROJECTS COMPLETED IN THE LAST 7 YEARS

### NESTUCCA K-8 EXPANSION

<b>Name of Owner</b>	Nestucca Valley School District
<b>Contact Person/Phone #/Email</b>	Misty Wharton: (503) 392-3435
<b>Architect/Phone #/Email</b>	ZCS Engineering/Zach Stokes/(541) 891-8778
<b>Location of Job/Completion Date</b>	Cloverdale, OR/August 2021
<b>Description of Job</b>	Large addition including a double gym, administrative offices, staff lounge, media center, kitchen, science, and computer labs, etc.
<b>Amount of Contract Award</b>	\$24.75 million
<b>Final Contract Amount/Change Orders</b>	\$25.85 million/\$1.1million
<b>Total Project Claims</b>	Zero

### SEASIDE CIVIC AND CONVENTION CENTER RENOVATION

<b>Name of Owner</b>	City of Seaside
<b>Contact Person/Phone #/Email</b>	Russ Vandenburg/(503) 738-8585
<b>Architect/Phone #/Email</b>	Holst Architecture/Mark Schmidt: (503) 233-9856
<b>Location of Job/Completion Date</b>	Seaside, OR/June 2019
<b>Description of Job</b>	CM/GC remodel and addition of Oregon's premier convention center on the coast. The building was fully operational during construction.
<b>Amount of Contract Award</b>	\$11.1 million
<b>Final Contract Amount/Change Orders</b>	\$11,113,180/\$1,369,347
<b>Total Project Claims</b>	Zero

### NESTUCCA JUNIOR-SENIOR HIGH SCHOOL SEISMIC UPDATE

<b>Name of Owner</b>	Tillamook School District
<b>Contact Person/Phone #/Email</b>	Misty Wharton/(503) 392-3435
<b>Architect/Phone #/Email</b>	ZCS Engineering/Zach Stokes/(541) 891-8778
<b>Location of Job/Completion Date</b>	Cloverdale, OR/November 2020
<b>Description of Job</b>	CM/GC renovation and expansion of junior-senior high school including gym and cafeteria updates.
<b>Amount of Contract Award</b>	\$2,058,272
<b>Final Contract Amount/Change Orders</b>	\$2,104,855 /\$46,583
<b>Total Project Claims</b>	Zero

## NESTUCCA ELEMENTARY SEISMIC REHABILITATION

<b>Name of Owner</b>	Nestucca School District
<b>Contact Person/Phone #/Email</b>	Misty Wharton/(503) 392-3435
<b>Architect/Phone #/Email</b>	ZCS Engineering/Zach Stokes/(541) 891-8778
<b>Location of Job/Completion Date</b>	Cloverdale, OR/ November 2020
<b>Description of Job</b>	CM/GC renovation and expansion of junior-senior high school including gym and cafeteria updates.
<b>Amount of Contract Award</b>	\$1,384,998
<b>Final Contract Amount/Change Orders</b>	\$1,397,398/\$12,440
<b>Total Project Claims</b>	Zero

## GARIBALDI GRADE SCHOOL SEISMIC REHABILITATION

<b>Name of Owner</b>	Neah-Kah-Nie School District
<b>Contact Person/Phone #/Email</b>	Paul Erlebach/(503) 355-2222
<b>Architect/Phone #/Email</b>	ZCS Engineering/Zach Stokes/(541) 891-8778
<b>Location of Job/Completion Date</b>	Garibaldi, OR/August 2019
<b>Description of Job</b>	28,300 square feet CM/GC seismic retrofit of school gymnasium
<b>Amount of Contract Award</b>	\$1,254,073
<b>Final Contract Amount/Change Orders</b>	\$1,448,811/\$194,738
<b>Total Project Claims</b>	Zero

## TILLAMOOK EAST ELEMENTARY SCHOOL SEISMIC REHABILITATION

<b>Name of Owner</b>	Tillamook School District
<b>Contact Person/Phone #/Email</b>	Randy Schild/(503) 842-4414
<b>Architect/Phone #/Email</b>	ZCS Engineering/Zach Stokes/(541) 891-8778
<b>Location of Job/Completion Date</b>	Tillamook, OR/August 2019
<b>Description of Job</b>	41,000 square foot CM/GC seismic retrofit of school classrooms, offices, cafeteria, and gymnasium.
<b>Amount of Contract Award</b>	\$2,026,150
<b>Final Contract Amount/Change Orders</b>	\$2,026,150/NO CHANGE ORDERS
<b>Total Project Claims</b>	Zero

## NEHALEM ELEMENTARY SCHOOL SEISMIC REHABILITATION

<b>Name of Owner</b>	Neah-Kah-Nie School District
<b>Contact Person/Phone #/Email</b>	Paul Erlebach, Superintendent/(503) 355-2222
<b>Architect/Phone #/Email</b>	ZCS Engineering/Zach Stokes/(541) 891-8778
<b>Location of Job/Completion Date</b>	Tillamook, OR/August 2018
<b>Description of Job</b>	CM/GC seismic retrofit of school gymnasium and playground installation
<b>Amount of Contract Award</b>	\$1,167,605
<b>Final Contract Amount/Change Orders</b>	\$1,259,652/\$92,047
<b>Total Project Claims</b>	Zero

## LIBERTY ELEMENTARY GYM SEISMIC REHABILITATION

<b>Name of Owner</b>	Tillamook School District
<b>Contact Person/Phone #/Email</b>	Randy Schild/(503) 842-4414
<b>Architect/Phone #/Email</b>	ZCS Engineering/Zach Stokes/(541) 891-8778
<b>Location of Job/Completion Date</b>	Tillamook, OR/August 2017
<b>Description of Job</b>	CM/GC seismic retrofit of school gymnasium
<b>Amount of Contract Award</b>	\$957,752
<b>Final Contract Amount/Change Orders</b>	\$998,223/\$40,471
<b>Total Project Claims</b>	Zero

### B. LIST OF OUR PUBLIC CONSTRUCTION CONTRACTS

- Depoe Bay Fire Station Renovation (current)
- Jesuit High School - various projects (current)
- Oregon Zoo - Boardwalk Expansion and Blackbear Improvement (current)
- City of John Day Innovation Gateway Project/Food Cart Pods/various projects (current)
- Cannon Beach Elementary School Gym
- City of Cannon Beach Matanuska Lift Station Enclosure
- Seaside Middle School/High School Gym Screen Walls
- Yamhill School District Tiger Dome Update
- City of Manzanita ADA Bathroom
- City of Forest Grove Forest Grove Library
- Garibaldi Fire Station and City Hall
- Arch Cape Fire Station



# STAFFING AND STAFF QUALIFICATIONS



## A. PROJECT ORGANIZATION CHART - EMPLOYEES ONLY



## B. PROPOSED PERSONNEL RESUMES

Please find all team member resumes on the following pages.

## C. TEAM EXPERIENCE AND ROLES

Not applicable as all team members are company employees.

# KEELEY O'BRIEN, DBIA PRESIDENT



**Keeley** has more than two decades of experience in the construction industry. DBIA certified, Keeley brings a dynamic style of project management and approach. DBIA Certification is the nation's only measurable standard of an individual's knowledge of the Design Build Done Right™ principles vital to successful project delivery. Whether it is the renovation of an award-winning luxury hotel with a seemingly impossible deadline, a multi-million-dollar suspension bridge with monumental environmental challenges, or an award-winning mixed use multifamily project, Keeley works diligently with his partners, contractors, and local jurisdictions to ensure a successful outcome.

✓ SEISMIC REHAB PROJECTS ✓ OREGON COAST PROJECTS ✓ CM/GC PROJECTS

## EDUCATION

Oregon State University | B.S. in Construction Engineering Management  
Oregon State University | B.S. in Business Management, Minor in Business Finance

## AFFILIATIONS



**DBIA,**  
Industry Member



**LEED Accredited  
Professional**



**AGC,** Associated  
General Contractors



## PARTIAL PROJECT LIST

### SCHOOL SEISMIC UPGRADES

- Nestucca Valley Elementary Seismic Rehabilitation, Cloverdale, OR
- Nehalem Elementary School Seismic Rehabilitation, Nehalem, OR

### PUBLIC WORKS PROJECTS

- Seaside Convention Center, Seaside, OR

### OREGON COAST PROJECTS

- Inn at Cannon Beach, Cannon Beach, OR
- Inn at Nye Beach, Newport, OR
- Headlands Coastal Lodge & Spa, Pacific City, OR
- Holiday Inn Renovation, Seaside, OR
- Pelican Pub Brewery, Cannon Beach, OR

## PROPOSED PARTICIPATION

Phase 1: 5% | Phase 2: 5%

## COMPANY TENURE

2011 - Present

## WORK HISTORY - LAST 10 YEARS

2011-Present: Owner/CEO for O'Brien Design+Build  
2008-2011: Project Manager for O'Brien Constructors

# SHANE CURL

## SENIOR PROJECT MANAGER



**Shane** has completed a wide variety of projects as a project manager for O'Brien and Company, including new construction and remodels, tenant improvements, and seismic upgrades. One of Shane's specialties is working on fast-track projects in occupied facilities that require intense coordination with the building users and stakeholders. Shane spearheads the coastal operations of O'Brien and Company, providing valuable connections and local knowledge. Shane also played a crucial role in the last Seaside Civic and Convention Center remodel project.

✓ FIRE STATIONS ✓ SEISMIC REHAB PROJECTS ✓ OREGON COAST PROJECTS ✓ CM/GC PROJECTS

### EDUCATION

**Clackamas Community College**  
**Carpenter's Union**  
**AGC Supervisory Program**



### PARTIAL PROJECT LIST

#### FIRE STATION SEISMIC REHABILITATIONS

- Arch Cape Fire Station Seismic Rehabilitation, Arch Cape, OR
- Garibaldi Fire Station Seismic Rehabilitation, Garibaldi, OR

#### OREGON COAST PROJECTS

- Astoria Holiday Inn, Astoria, OR
- Alexandroff Dental, Astoria, OR
- Baked Alaska Restaurant, Astoria, OR
- Best Western, Astoria, OR
- Headlands Coastal Lodge & Spa, Pacific City, OR
- Pelican Pub Brewery, Cannon Beach, OR

#### SCHOOL SEISMIC UPGRADES

- Nestucca Valley Elementary Seismic Rehabilitation, Coverdale, OR
- Nehalem Elementary School Seismic Rehabilitation, Nehalem, OR
- Liberty Elementary Gym Seismic Rehabilitation, Tillamook, OR
- Tillamook East Elementary School Seismic Rehabilitation, Tillamook, OR
- Garibaldi Grade School Seismic Rehabilitation, Garibaldi, OR

#### PUBLIC WORKS PROJECTS

- Nestucca K-8 Expansion, Coverdale, OR
- Seaside Convention Center, Seaside, OR

### PROPOSED PARTICIPATION

Phase 1: 15% | Phase 2: 25%

### COMPANY TENURE

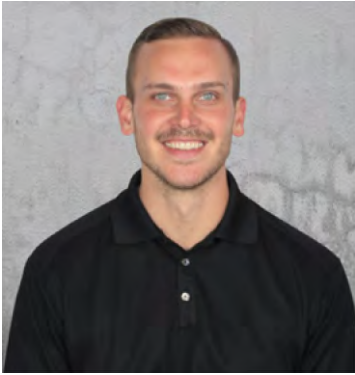
2011 - Present

### WORK HISTORY - LAST 10 YEARS

2011-Present: General Superintendent/Project Manager for O'Brien Design+Build  
1995-2011: Superintendent for O'Brien Constructors

# DEREK SALO

## PROJECT MANAGER



**Derek** has more than a decade of experience in Project Management and Operations managing large personnel teams and complex projects. With strong leadership and organizational skills, he has played an integral role in many of our successful projects over the last few years including ground-ups, renovations, occupied remodels, seismic rehabilitations, and school projects. Derek acted as both Project Manager and Project Engineer for the 2022 DJC Project of the Year (Education <\$50M), Nestucca K-8 Renovation and Expansion, helping to bring in the project 3 months early and under budget allowing the School District to add on additional projects. His attention to detail with complex budgets, fast-track schedules, and tight deadlines is critical in building a strong and trusting relationship with our clients.

✓ PUBLIC WORKS PROJECTS ✓ SEISMIC REHAB PROJECTS ✓ OREGON COAST PROJECTS ✓ CM/GC PROJECTS

### EDUCATION

University of Washington | Certificate of Construction Management



### PARTIAL PROJECT LIST

#### PUBLIC WORKS PROJECTS

- Nestucca K-8 Expansion, Coverdale, OR;
- Nestucca High School CTE, Cloverdale, OR
- Seaside Convention Center, Seaside, OR
- Fort Clatsop Wastewater Rehabilitation, Warrenton, OR

#### OREGON COAST PROJECTS

- Westport Facility Improvements, Westport, OR
- Shearwater Siding Replacement, Lincoln City, OR
- Fresh Foods Liquor Store, Manzanita, OR
- Dune Estates Site Development Phase II and III, Warrenton, OR

#### SCHOOL SEISMIC UPGRADES

- Garibaldi Grade School Seismic Rehabilitation, Garibaldi, OR
- Tillamook East Elementary School Seismic Rehabilitation, Tillamook, OR
- Nestucca Valley Elementary Seismic Rehabilitation, Coverdale, OR

### PROPOSED PARTICIPATION

Phase 1: 75% | Phase 2: 75%

### COMPANY TENURE

2019 - Present

### WORK HISTORY - LAST 10 YEARS

2022-Present: Project Manager for O'Brien Design+Build  
2021-2022: Project Manager for Big River Construction  
2019-2021: Project Manager for O'Brien Design+Build

# DAN GALLIGAN

## PROJECT MANAGER



Dan has construction experience that spans over 25 years in both Oregon and Washington. Working his way up through the trades, he has demonstrated the dedication, reliability and attention to detail needed to make a success of each project he manages. Managing large commercial and residential fire/water restoration projects helped shape his ability to handle unusual situations with both skill and precision. A wide range of carpentry knowledge and skill allows Dan to build projects well and circumvent design issues quickly with both schedule and budget in mind. Dan's experience working for a fire and restoration company for 7 years where he worked with home and business owners to rebuild their properties after such a huge loss due to fire.

✓ FIRE RESTORATION ✓ SEISMIC REHAB PROJECTS ✓ OREGON COAST PROJECTS ✓ CM/GC PROJECTS

### EDUCATION

University of Oregon and Portland Community College

### CERTIFICATIONS

CESCL Certifications

IICRC Water Restoration

IICRC mold restoration

OSHA 10

FIRST AID/CPR



### PARTIAL PROJECT LIST

#### FIRE RESTORATION PROJECTS

- NW Beverly Village Apartments Fire Restoration Project, Everett, WA
- Blue Butterfly Fire Restoration Project, Portland, OR
- Bracco Residence Full Fire Restoration Project, Clackamas, OR

#### TENANT IMPROVEMENT PROJECTS

- Purrington's Cat Lounge TI, Portland, OR
- Xica Cantina TI, Portland, OR
- Eye Health NW - Milwaukie TI- Milwaukie, OR
- Bling Dental TI, Portland, OR

#### SCHOOL SEISMIC UPGRADES

- Beaver Acres Middle School Seismic Upgrade: Beaverton, OR

#### PUBLIC WORKS PROJECTS

- Matanuska Pump Station Enclosure, Cannon Beach, OR

#### COMMERCIAL PROJECTS

- Eye Health NW - Portland US Bank Conversion, Portland, OR

### PROPOSED PARTICIPATION

Phase 1: 10% | Phase 2: 25%

### COMPANY TENURE

2021 - Present

### WORK HISTORY - LAST 10 YEARS

2021-Present: Project Manager for O'Brien Design+Build

2017-2020: Project Manager for Hammer and Hand

2011-2020: Senior Superintendent for Harbor Restoration

# DAVID WEATHERS

## SENIOR SUPERINTENDENT



**David** began his career four decades ago. He joined our team in 2015 and quickly moved through the ranks to become a superintendent. David has overseen several seismic upgrades including Garibaldi Grade School, Tillamook East Elementary, Liberty Elementary, Nehalem Elementary, and several schools for the Nestucca School District. He also has supervised several large renovations that were fully occupied during construction such as Seaside Civic and Convention Center. He also worked to successfully complete the Garibaldi Fire Station. David has been building on the Oregon Coast since the 1980's so he has become an expert in the best materials and constructing weather tight buildings equipped to stand the ever changing climate.

✓ FIRE STATIONS ✓ SEISMIC REHAB PROJECTS ✓ OREGON COAST PROJECTS ✓ CM/GC PROJECTS

### CERTIFICATIONS

OSHA 30  
CESCL Inspector

MEWP Instructor  
Forklift Instructor



### PARTIAL PROJECT LIST

#### FIRE STATION SEISMIC REHABILITATIONS

- Garibaldi Fire Station Seismic Rehabilitation, Garibaldi, OR

#### OREGON COAST PROJECTS

- Astoria Holiday Inn, Astoria, OR
- Baked Alaska Restaurant, Astoria, OR
- Best Western, Astoria, OR
- Headlands Coastal Lodge & Spa, Pacific City, OR
- Pelican Pub Brewery, Cannon Beach, OR
- Ebb Tide Renovations, Cannon Beach, OR
- Public Coast Brewery, Cannon Beach, OR
- Surfsand Resort Renovations, Cannon Beach, OR

#### SCHOOL SEISMIC UPGRADES

- Liberty Elementary Gym Seismic Rehabilitation, Tillamook, OR
- Tillamook East Elementary School Seismic Rehabilitation, Tillamook, OR
- Garibaldi Grade School Seismic Rehabilitation, Garibaldi, OR
- Nestucca Valley Elementary Seismic Rehabilitation, Coverdale, OR
- Nehalem Elementary School Seismic Rehabilitation, Nehalem, OR

#### PUBLIC WORKS PROJECTS

- Nestucca K-8 Expansion, Coverdale, OR
- Seaside Convention Center, Seaside, OR

### PROPOSED PARTICIPATION

Phase 1: 25% | Phase 2: 100%

### COMPANY TENURE

2015 - Present

### WORK HISTORY - LAST 10 YEARS

2015-Present: Senior Superintendent for O'Brien Design+Build  
2010-2013: Owner for Weathers & Sons Construction

# FEES





**A. TOTAL CONSTRUCTION PHASE FEE**

4.6%

**B. PAYMENT AND PERFORMANCE BOND RATE**

1.1%. Please find attached bonding letter in our Appendix.

**C. INSURANCE RATE**

General Liability: 1%

**D. PRE-CONSTRUCTION SERVICES HOURLY RATE**

Senior PM: \$130/Hr

PM: \$120/Hr

Super: \$112/Hr

Not to Exceed: \$15,550



# GENERAL CONDITIONS

An aerial photograph of a construction site. The ground is covered with a grey material, likely concrete or a similar base. Several rectangular areas are outlined with rebar, indicating the layout of a building's foundation or floor slabs. Some of these areas are filled with a darker material, possibly formwork or a different type of concrete. The overall scene shows the early stages of a large-scale construction project.

### **A. COMPLETED GENERAL CONDITIONS WORK TABLE**

Please find our completed general conditions work costs associated with the CM/GC RFP in the completed table included in Cost Matrix in the Appendix.

### **B. HOURLY LABOR RATES**

Please find hourly labor rates in the completed table included in Cost Matrix in the Appendix.



# OTHER SERVICES



**A. COST ESTIMATING**

In the CM/GC process, the project typically starts with a guaranteed maximum price (GMP) before project drawings are completed and subcontracts are issued. With WRK Engineers involvement, areas of unknown scope will be discussed, and contingency values will be developed based on this information.

The O'Brien team will be working closely with WRK's team and the City of Seaside Police Department and Fire District as the various stages of documentation are delivered for pricing. Our team will work through our subcontractor relationships to price as completely as possible. The primary goal is to get validated pricing for each scope in the project.

Below, is an example estimate we delivered for a project of similar size and scope. Please find full version of this document in the Appendix.

The image shows a screenshot of an estimate spreadsheet from O'Brien. The spreadsheet has the following columns: Item#, Description, Qty, Units, Subcontractor, Total Base Bid, and Alternates. The rows are organized into sections: 'CONSTRUCTION' (items 01-01 to 01-04), 'DIVISION I - GENERAL CONDITIONS' (items 01-05 to 01-22), and 'DIVISION II - MECHANICAL/ELECTRICAL/PLUMBING' (items 02-01 to 02-15). The 'Total Base Bid' column shows values for various items, such as \$27,000.00 for item 01-04 and \$3,400.00 for item 01-22. The 'Alternates' column is mostly blank, with some values like \$2,400.00 for item 02-15.

At each pricing level, it's important that every scope item is identified. The team will work together to develop appropriate allowances, which ideally are backed up by subcontractor input. Using this approach, most of the scope has cost allowances, and we as a team, get as close to the complete price as possible.

Contingency is one of the most important allowances to maintain in a budget. It is our general practice that contingency be placed outside the GMP. All parties understand what these values are at each owner's meeting, and we work as a team to apply these dollars to missing or added scope.

**B. VALUE ENGINEERING**

During the preconstruction phase, we have the chance to bring our extensive building experience to the table and share solutions. Our reviews of the project documents will result in complete plans and specifications that clearly communicate the requirements to those who will execute them in the field.

Value engineering to us is not just reducing construction costs. We are a company that plans ahead with the future in mind. Suggestions for equipment and materials that will reduce long term maintenance, operation, and energy costs can allow the buildings to last for another 65+ years and beyond. Alternates to us are items we know the community can perform locally, taking advantage of their talents as the design is developed.

**An example of a successful value engineering decision** occurred during the seismic upgrade of the existing Nestucca Elementary school. The original structural design entailed removing the roof and applying shear panels, nailing to the whole roof section, then installing a new roof. At first, the project was \$350,000 over budget with this design. We proposed leaving the roof and sheathing it from the inside of the building, which brought the budget back in line, with significant cost savings to the school district.

### C. CONSTRUCTABILITY REVIEW

We believe pre-planning through bid-ability and build-ability reviews lay the path forward to a successful project delivery. The benefits provided by these practices include:

- Working with the designers to establish the necessary information for subcontractors to provide clear and accurate pricing and procurement times.
- Establishment of the most cost-effective delivery performance for the project.
- Utilization of the company's combined knowledge, insight, and experience.
- Preconstruction analysis of work conducted for each major segment of the project.
- Exposing the project team to the project early, where challenges can be identified, and risk mitigation strategies are put in place.
- Allow for planning procurement times that assist in accurate scheduling and identification of potential delays that in turn provide the opportunity to plan accordingly.

Our constructability review begins with a generic checklist for documentation evaluation for each of the specification divisions. Following on from this, our Superintendent, Project Manager, and Preconstruction Manager develop a project specific list of opportunities and challenges that allow for risk identification, with assigned ratings of "Low, Medium or High" and a strategy for their appropriate mitigation.

We review drawings as we enter contract, often times during the development stage, and will continue to review through each design milestone. During this time, we will work with our internal team to review details and assist with exploratory demo to verify existing conditions and also participate in work sessions with the designer and engineers. These sessions will conclude with a set of action items and follow-ups as we continue into the next design milestone.

As we reach each milestone, we will also rely on our longstanding relationships with our local subcontractor base to review any questionable details to ensure that we are designing a project that is not only constructable but also sustainable.

### D. SUBCONTRACTOR AND SUPPLIER OUTREACH

After phasing, we review the drawings with subcontractors to ensure full coverage in the bids. During this, we also discuss the project and the Departments' goals regarding quality, schedule, and cost.

Understanding that the market is constantly shifting based on labor rates, material costs, shipment, etc., we still require three bids per scope of work. By doing this, we keep our current subcontractors fair while simultaneously allowing new partnerships to arrive as needed. In addition to securing bids from our local subcontractors partners, we also utilize plan centers, the DJC, and other platforms to locate comprehensive bid packets that provide the best value for our client.

### E. OUTREACH AND RECRUITMENT PLAN FOR INCLUSION

As a local general contractor for over a decade, we have a robust network of subcontractors that we have great relationships with. We have our preferred subcontractor groups whom we trust based on reputation and our work relationship.

#### Current Seaside subcontractor partners:

- Big River Construction
- Builders First Source
- City Lumber
- Terry's Plumbing
- RGS Structures
- Bogh Electric
- Inland Electric
- Bergerson Tile and Cabinets
- Israel Plumbing.

#### Participation of Local Subs/Suppliers

As a coastal project, we plan to have three key communication outreach conduits: **workforce diversity, community engagement, and subcontractor diversity.**

We will track data and contact information on local interested participants as well as local subcontractors awarded so that we can take steps to amend our outreach plan early in the process if project goals are not being met.

### Promoting Participation of MWESB Businesses

O'Brien is in partnership with Lucas Design+Build (Lucas DB), a start-up firm that is a majority minority owned organization. O'Brien will serve as a mentor for Lucas DB and will support this company through education and financing through a 5-year plan with the goal of Lucas DB becoming an established Black owned construction company.

Our collaboration with Lucas DB provides us with ongoing networking and consulting opportunities to expand our relationships with COBID subcontractors. We search on the Oregon Association of Minority Entrepreneurs directory and the vendor directory of the COBID Certification Management System to seek out COBID contractors for the carpentry, excavation, and waterproofing scopes.

### Bidding and MWESB Participation

We have an ongoing relationship with many COBID certified subcontractors that partner on a variety of commercial and residential projects. These partners continue to be part of our preferred contractor list for bid invitations.

#### Some of these current COBID certified subcontractors include:

- Code Unlimited, Concrete GPR
- Benchmark Concrete Cutting
- WFJ Janitorial Services
- Alternative Edge LLC
- Inland Electric
- PLI Systems
- Great NW Environmental
- KSW Consulting
- Brown's Architectural Sheetmetal

The following is an outline of community outreach proposed. The team will collaborate with leadership to cement activities and exact dates after notice of award.

### Outline of Community Outreach Plan:

Workforce Outreach Plan	Community Engagement	Subcontractor Diversity
Stage, Action	Stage, Action	Stage, Action
Award, announcement	Award, Draft Communication Plan	Pre-award, Identify subconsultants for design services
Pre-Design, Information Session	Pre-Design, Implement Communication Plan Action #1	Award, announcement
Pre-Permit, Information Session	Pre-Design, Implement Communication Plan Action #2	Design, Information Session
Construction, As Needed Job Postings	Design, Milestone community updates	Pre-permit, Information Session

**THANK YOU**





**“I COULDN’T WISH FOR A BETTER  
GROUP OF ON TASK AND DEDICATED  
STAFF. MY PERSONAL NOTE OF  
THANKS TO ALL OF THE STAFF  
BEHIND THE SCENES FOR MAKING  
THIS PROJECT A REALITY!”**

*-Russell Vandenberg, GM for Seaside Convention Center*



## **THANK YOU!**

### **THANK YOU FOR CONSIDERING US!**

Thank you for the opportunity to present our qualifications.

Our experienced team of professionals and support staff can deliver your project with high-quality and in a cost-efficient manner. Our ability to collaborate with all members of the design and construction team is documented in our history. Thank you again for your consideration, and we look forward to the opportunity to work with you!

# APPENDIX



**ATTACHMENT A**  
**SIGNATURE PAGE**

SIGNATURE OF FIRM'S DULY AUTHORIZED REPRESENTATIVE FOR THIS PROPOSAL MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE FIRM; ANY ALTERATIONS OR ERASURES TO THIS PROPOSAL MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned agrees and certifies that (s)he:

1. Has read and understands all Proposal instructions, specifications, and terms and conditions contained herein.
2. Is an authorized representative of the Firm, that the information provided in this Proposal is true and accurate, and that providing incorrect or incomplete information may be cause of Proposal rejection or contract termination.
3. Is bound by and will comply with the provisions of 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148.
4. Is bound by and will comply with all requirements, specifications, contract and terms and conditions contained herein; and
5. Will furnish the designated item(s) and/or service(s) in accordance with the contract if awarded to Firm.
6. The Firm will provide its Federal Tax Identification number with Proposal submission.

Company Name:  
O'Brien Design+Build

---

Name (printed) & Title:  
Keeley O'Brien, DBIA/CEO

---

Signature:



Date:  
1/19/23

---

Email: keeley@obrien-co.com

Federal Tax Identification Number:  
43-3162027

**ATTACHMENT B**  
**CERTIFICATIONS / RESIDENCY C**  
**CERTIFICATION OF UNDERSTANDING OF REQUEST FOR PROPOSALS**

The undersigned offers and agrees to furnish all material, supervision and personnel to the City of Seaside for Construction Manager/General Contractor (CM/GC) Services in accordance with this Request for Proposal.

Acknowledgement of Addendum: KO

The undersigned further certifies that he/she has read, understands and agrees to abide by all terms and conditions of this Request for Proposals and if awarded the contract to furnish the CM/GC Services to the City as delineated by this Request for Proposal.

The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659a and 42 U.S.C. § 2000e et seq.

**RESIDENCY STATEMENT**

Pursuant to ORS 279A.120, Oregon's reciprocal Preference Law, public contracting agencies shall, for the purposes of determining the lowest responsible bidder/proposer and the awarding of a contract, add a percent increase on the bid of a non-resident bidder/proposer equal to the percent, if any, of the preference given to that bidder/proposer in the state in which the bidder/proposer resides.

As defined in ORS 279A.120, "Resident Bidder/Proposer" means a bidder/proposer that has paid unemployment taxes or income taxes in this state in the twelve calendar months immediately preceding submission of the bid, has a business address in this state, and has stated in the bid whether the bidder/proposer is a "Resident Bidder/Proposer". A "non-resident Bidder/Proposer" is a bidder/proposer who does not meet the definition of a "Resident Bidder/Proposer" as stated above.

The undersigned hereby states their resident status is as follows, RESIDENT:  YES  NO

O'Brien Design+Build  
Legal Name of Proposing Firm

1/19/23  
Date

By: Keeley O'Brien, DBIA

Title: CEO/President

Address: 139 W. 2nd Ave, Suite 5 & 6

Telephone: (971) 865-2983

Cannon Beach, OR 97110

Email: keeley@obrien-co.com

State of Incorporation, if Corporation: Oregon

  
\_\_\_\_\_  
Signature of Proposer

Keeley O'Brien, DBIA  
Printed Name of Proposer

# COST MATRIX

<p><b>OWNER:</b> City of Seaside City of Seaside Police Department &amp; Fire Station</p> <p><b>PROJECT NAME:</b> Seismic Rehabilitation</p> <p><b>PROJECT ADDRESS:</b> 150 Lincoln Street</p> <p><b>PROJECT #:</b> 22-156</p> <p><b>CONTACT:</b> Chief Joey Daniels</p> <p><b>PHONE:</b> 0</p> <p><b>E-MAIL:</b> <a href="mailto:jdaniels@cityofseaside.us">jdaniels@cityofseaside.us</a></p>		<p style="text-align: right;"><b>Budget Date</b></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="background-color: #ffff00;">Possible Cost Change</td> </tr> <tr> <td style="background-color: #e0e0e0;">Committed Sub Cost</td> </tr> <tr> <td style="background-color: #e0e0e0;">Allowance</td> </tr> <tr> <td style="background-color: #e0e0e0;">By Owner</td> </tr> <tr> <td style="background-color: #e0e0e0;">Bank Summary</td> </tr> <tr> <td style="color: red;">Changes since last budget</td> </tr> </table>	Possible Cost Change	Committed Sub Cost	Allowance	By Owner	Bank Summary	Changes since last budget
Possible Cost Change								
Committed Sub Cost								
Allowance								
By Owner								
Bank Summary								
Changes since last budget								

PHASE	DESCRIPTION	QTY	UNITS	SUB/SUPPLIER	TOTAL CONTRACT BID
	Project Name				
	Project Duration				
<b>DIVISION- 11 PROJECT REQUIREMENTS</b>					
00 10 00.00	Project Requirements				\$ -
00 12 60.00	Permits			By Owner (less we're requested to purchase)	\$ -
00 13 00.00	Bond			1.1%	\$ -
00 13 50.00	Retention			TBD	\$ -
00 14 00.00	Builder's Risk Insurance			By Owner	\$ -
<b>DIVISION 100 - GENERAL CONDITIONS</b>					
01 30 00.01	Project Management				\$ -
01 30 05.01	Ex Director		HRS	See Overhead	\$ -
01 30 10.01	Division Manager		HRS		\$ -
01 30 12.01	Estimator		HRS	See PM	\$ -
01 30 15.01	Project Manager	5.00	MOS	\$120/Hr	\$ 48,000.00
01 30 20.01	Project Engineer	5.00	MOS	\$75/Hr	\$ 18,750.00
01 30 35.01	Senior Project Manager	5.00	MOS	\$130/Hr	\$ 13,000.00
01 30 40.01	Superintendent	5.00	MOS	\$94/Hr	\$ 75,200.00
01 30 60.01	Safety Manager	5.00	MOS	\$75/Hr	\$ 1,875.00
					\$ -
01 33 00.01	Survey and Layout			In Cost of Work	\$ -
					\$ -
01 51 13.01	Temporary Electrical				\$ -
01 51 13.02	Power Bill			By Owner	\$ -
01 51 13.03	Generators and Fuel				\$ -
01 51 13.04	Misc. Cords and Accessories	5.00	MOS		\$ 625.00
01 51 13.05	Spider Boxes	5.00	MOS		\$ 1,250.00
01 51 13.07	Temp Lighting				\$ -
					\$ -
01 51 23.01	Temp HVAC				\$ -
01 51 23.02	Dehumidification System			Cost of Work	\$ -
01 51 23.03	Temp Heat			Cost of Work	\$ -
01 51 23.04	Gas Bill			By Owner	\$ -
01 51 23.05	Propane Heaters				\$ -
					\$ -
01 51 33.01	Telecommunications				\$ -
01 51 33.02	Cell Phone/Bills			Included in Billable Rates	\$ -
01 51 33.03	Trailer Phone				\$ -
01 51 33.04	Internet Line & Bill	5.00	MOS		\$ 850.00
01 51 33.05	IT Support				\$ -
					\$ -
01 51 36.00	Temp Utilities				\$ -
01 51 36.01	Temp Water				\$ -
01 51 36.02	Hookup Fee				\$ -
01 51 36.03	Fire Hydrant Meter				\$ -
01 51 36.04	Water Bill			By Owner	\$ -
					\$ -
01 52 01.00	Construction Facilities		MOS		\$ -
01 52 00.01	Port O Johns	5.00	MOS		\$ 1,750.00
01 52 00.02	Conex/Storage	4.00	MOS		\$ 2,870.00
01 52 00.03	Relocation Costs		MOS		\$ -
01 52 00.04	Dry Storage		MOS		\$ -
01 52 00.05	Office Rent		MOS		\$ -
01 52 00.06	Crew Trailers	3.00	MOS		\$ 1,650.00
01 52 00.07	Office Trailers	5.00	MOS		\$ 5,895.00
					\$ -
					\$ -
01 52 16.01	First Aid and Facilities				\$ -



**BOND INSURANCE LETTER**

November 14, 2022

Re: O'Brien & Company, LLC – Capacity

To Whom it May Concern,,

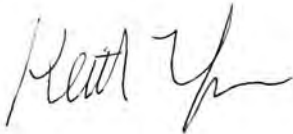
O'Brien & Company, LLC is currently bonded and in good standing with Merchants Bonding Company (Merchants) . Merchants is rated by A.M. Best as “A-” (Excellent) and “is admitted to conduct Surety business throughout the United States and listed by the US Department of the Treasury.

Merchants would favorably consider bonding individual projects of \$ 15,000,000 and an aggregate work program of \$25,000,000 for O'Brien & Company, LLC.

At this time there is more than adequate surety credit available for the referenced project.

We will consider specific requests for surety bonds based on our underwriting evaluation at the time of the request. Our underwriting evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between O'Brien & Company, LLC and Merchants, and assumes no liability to any party by providing this letter.

Very truly yours,



Keith Yam, Attorney-in-Fact, Merchants Bonding Company  
Surety Director, KPD Insurance.



**EXAMPLE ESTIMATE**

OWNER: [REDACTED]  
 ADDRESS: [REDACTED]  
 PROJECT NAME: [REDACTED]  
 PROJECT ADDRESS: [REDACTED]  
 PROJECT #: [REDACTED]  
 CONTACT: [REDACTED]  
 PHONE: [REDACTED]  
 E-MAIL: [REDACTED]



11/11/22

Questions  
Contact

PHASE	DESCRIPTION	QTY	UNITS	SUB/SUPPLIER	TOTAL BASE BID	ALTERNATES
<b>DIVISION-PERMITS/INSURANCE/OH&amp;P</b>						
					\$ -	
00 41 26	Permits				\$ -	
00 41 30	Bonding				\$ -	
00 41 35	Retention				\$ -	
00 41 40	Insurance				\$ -	
					\$ -	
					\$ -	
<b>DIVISION I - GENERAL CONDITIONS</b>						
					\$ -	
01 30 01	Project Management				\$ -	
01 30 50	Ex Director			In OH&P	\$ -	
01 31 00	Project Manager	1.00	LS	In OH&P	\$ 38,880.00	
01 31 10	General Superintendent			In OH&P	\$ -	
01 31 15	Superintendent	1.00	LS		\$ 42,000.00	
01 31 20	Estimator			In OH&P	\$ -	
01 31 22	MP&E Superintendent				\$ -	
01 31 25	Project Assistant	1.00	LS		\$ 4,550.00	
01 31 30	Foreman	1.00	LS		\$ 12,500.00	
01 31 56	Office Admin	1.00	LS		\$ -	
01 31 58	Safety	1.00	LS		\$ 3,550.00	
					\$ -	
01 32 23	Survey and Layout				\$ -	
	Temporary Facilities				\$ -	
01 51 13	Temporary Electrical			By Owner	\$ -	
01 51 13	Power Bill			By Owner	\$ -	
01 51 13	Generators and Fuel			Needed if no temp power	\$ -	
01 51 13	Misc. Cords and Accessories	1.00	LS		\$ -	
01 51 13	Spider Boxes	1.00	LS		\$ -	
01 51 13	Trailer and jobsite Extinguishers	1.00	LS		\$ 50.00	
01 51 13	Temp Lighting				\$ -	
					\$ -	
01 51 23	HVAC				\$ -	
01 51 23	Dehumidification System				\$ -	
01 51 23	Temp Heat			Required for Dry out	\$ -	
01 51 23	Gas Bill				\$ -	
01 51 23	Propane Heaters				\$ -	
01 51 23	Light stands				\$ -	
					\$ -	
01 51 33	Telecommunications				\$ -	
01 51 33	Cell Phone/Bills	1.00	LS		\$ 1,100.00	
01 51 33	Trailer Phone				\$ -	
01 51 33	Phone Hook up				\$ -	
01 51 33	Internet Line				\$ -	
					\$ -	
	Temp Utilities				\$ -	
01 51 36	Temp Water				\$ -	
01 51 36	Hookup Fee			By Owner	\$ -	
01 51 36	Fire Hydrant Meter			By Owner	\$ -	
01 51 36	Water Bill			By Owner	\$ -	
					\$ -	
01 52 001	Construction Facilities				\$ -	
01 52 001	Connex/Storage				\$ -	
01 52 001	Relocation Costs				\$ -	
01 52 001	Dry Storage				\$ -	
01 52 001	Office Rent				\$ -	
01 52 001	Connex/Storage				\$ -	
01 52 001	Crew Trailers				\$ -	
01 52 007	Office Trailers	1.00	LS		\$ 2,600.00	
					\$ -	
01 52 16	First Aid and Facilities				\$ -	
01 52 16	First Aid Kits	1.00	LS		\$ 250.00	
01 52 16	First Aid Replenishment				\$ -	
01 52 16	Crew/Visitor PPE	1.00	LS		\$ 450.00	
					\$ -	



PHASE	DESCRIPTION	QTY	UNITS	SUB/SUPPLIER	TOTAL BASE BID	ALTERNATES
01 52 19.1	Port O Johns				\$ -	
		1.00	LS		\$ 2,450.00	
01 52 25	Field Office Equipment				\$ -	
01 52 25	Computers	1.00	LS		\$ 1,500.00	
01 52 25	Fax/Copier/Printer	1.00	LS	In OH&P	\$ 600.00	
01 52 25	Copier Setup			In OH&P	\$ -	
01 52 25	Digital Cameras			In OH&P	\$ -	
01 52 25	Field Office Equipment - Office Supplies				\$ -	
					\$ -	
	Construction Equipment				\$ -	
01 54 01	Trucks/Cars	1.00	LS		\$ 2,900.00	
01 54 01	Material Pick Up Mileage				\$ -	
01 54 02	Project Fuel	1.00	LS		\$ 2,900.00	
01 54 04	Fork Lifts				\$ -	
01 54 06	Scissor Lift				\$ -	
					\$ -	
01 54 20	Scaffolding				\$ -	
01 54 20	Scaffolding				\$ -	
					\$ -	
01 55 19	Parking Fee				\$ -	
					\$ -	
01 56 00	Security Fencing	1.00	LS		\$ 1,150.00	
					\$ -	
01 57 00	Temp Environmental Control				\$ -	
01 57 00	Dust Control				\$ -	
01 57 00	Trash Wash Area				\$ -	
01 57 00	Spill Prevention Kit				\$ -	
01 57 00	Hazardous Material Storage				\$ -	
01 57 00	Storm Repair/Cleanup				\$ -	
01 57 00	Erosion Control Maintenance				\$ -	
					\$ -	
01 58 00	Project Signage				\$ -	
01 58 00	Project Signage	1.00	LS		\$ 250.00	
01 58 00	Interior Signage				\$ -	
01 58 00	Safety Signs	1.00	LS		\$ 280.00	
					\$ -	
	Cleaning and Waste Management				\$ -	
01 74 13	Progress Clean				\$ -	
01 74 23	Final Clean			By Owner	\$ -	
01 74 25	Dump Boxes				\$ -	
01 74 25	Dump Boxes - Runs				\$ -	
01 74 25	Recycling				\$ -	
01 74 25	Exterior Window Wash				\$ -	
01 74 25	Final Landscape Touch Up				\$ -	
01 74 25	Street Sweeping				\$ -	
					\$ -	
01 78 00	Close out and Submittal				\$ -	
01 78 00	Punch Lists				\$ -	
01 78 00	O&M Manuals	1.00	LS		\$ 500.00	
					\$ -	
01 80 00	Travel and Subsistence				\$ -	
01 80 00	Meals and Safety Incentive				\$ -	
01 80 00	Travel Expenses				\$ -	
01 80 00	Subsistence's				\$ -	
					\$ -	
	Contract Documents				\$ -	
01 85 01	Project Plan Prints	1.00	LS		\$ 800.00	
01 85 01	Sub Plan Print				\$ -	
01 85 01	FedEx/UPS	1.00	LS		\$ 120.00	
01 85 01	CD and Scanning				\$ -	
01 85 01	As - built plan	1.00	LS		\$ 75.00	
01 85 01	Sub Plan Print				\$ -	
					\$ -	
01 90 01	Mobilization				\$ -	
01 90 01	Office/Conex Mob	1.00	LS		\$ 700.00	
01 90 01	Equipment Relocations	1.00	LS		\$ 800.00	
01 90 01	Flatbed Trailers				\$ -	
					\$ -	
01 95 01	Special Inspections			By Owner - O'Brien to coordinate	\$ -	
					\$ -	
01 95 14	Punch List				\$ -	
					\$ -	
<b>DIVISION 2 - EXISTING CONDITIONS</b>						
					\$ -	
02 32 00	Geotechnical Investigations				\$ -	
02 32 16	Material Testing				\$ -	
02 41 00	Basement Wall Sheetrock and exterior siding- demo	2803.00	SF		\$ 5,138.83	
02 41 00	Classroom Wall Sheetrock-and exterior siding- demo	3888.00	SF		\$ 7,128.00	
02 41 00	Gymnasium, computer etc - sheetrock and siding demo	10168.00	SF		\$ 18,641.33	
02 41 00	Soffit demo - basement sheetrock	166.00	SF		\$ 304.33	
02 41 00	Soffit demo - basement ACT	210.00	SF		\$ 385.00	
02 41 00	Soffit demo - classroom - Act	368.00	SF		\$ 674.67	

PHASE	DESCRIPTION	QTY	UNITS	SUB/SUPPLIER	TOTAL BASE BID	ALTERNATES
02 41 00	Soffit demo - exterior soffit	232.00	SF		\$ 425.33	
02 41 00	Soffit demo - gym for exterior soffits	384.00	SF		\$ 704.00	
02 41 00	Soffit demo - gym for sheetrock	214.00	SF		\$ 392.33	
02 41 00	Soffit demo - gym for ACT	4768.00	SF		\$ 8,741.33	
02 41 00	Roofing demo torch down - classroom	15402.00	SF		\$ 33,884.40	
02 41 00	Roofing demo torch down - gym	7208.00	SF		\$ 15,957.60	
02 41 00	Comp roof demo gym - Sheath from underside	10746.00	SF	Alternate		\$ 23,641.20
02 41 00	Demo doors	16.00	EA		\$ 880.00	
02 41 00	Demo for blocking	110.00	LF		\$ 1,100.00	
02 41 13	Floor Protection	4768.00	SF		\$ 10,132.00	
02 32 26					\$ -	
02 41 40	Haul Off & Dump Fees	1.00	LS		\$ 57,500.00	
					\$ -	
<b>DIVISION 3 - CONCRETE</b>						
03 00 01	Concrete				\$ -	
03 00 01	New footings in cafeteria (1' x 1.5')	72.00	LF		\$ 11,760.00	
					\$ -	
					\$ -	
<b>DIVISION 4 - MASONRY</b>						
<b>DIVISION 5 - METALS</b>						
<b>DIVISION 6 - WOOD &amp; PLASTICS</b>						
					\$ -	
06 10 10	Framing				\$ -	
	Pony walls for Gym walls (PT)	360.00	SF		\$ 5,760.00	
	Walls in new classrooms	1300.00	SF		\$ 15,166.67	
	Walls in gym - upper pony walls	952.00	SF		\$ 13,169.33	
	Drill and install 5/8" titans	230.00	EA		\$ 7,283.33	
	LVL blocking at floor lines	348.00	LF		\$ 11,223.00	
	Block SDS screws	72.00	LF		\$ 1,116.00	
	HD1s	4.00	EA		\$ 1,066.67	
	4x12 blocking	130.00	LF		\$ 2,990.00	
	2x blocking	1564.00	LF		\$ 20,983.67	
	Blocking and straps	120.00	EA		\$ 23,400.00	
	Flat roof -rafters and blocking	1600.00	SF		\$ 8,000.00	
					\$ -	
	Shearwall install				\$ -	
	Basement Walls	2803.00	SF		\$ 10,598.84	
	Classroom Walls	3888.00	SF		\$ 14,701.50	
	Gymnasium, computer etc Walls	10168.00	SF		\$ 38,447.75	
	Roof				\$ -	
	Sheathing of roof-classroom	15402.00	SF		\$ 64,175.00	
	Sheathing of torch down area - gym	7208.00	SF		\$ 30,033.33	
	Sheathing of Comp roof demo gym	10746.00	SF		\$ 44,775.00	
					\$ -	
	Gym truss structural allowance - nothing included	0.00	LS		\$ -	
					\$ -	
					\$ -	
					\$ -	
06 20 11	Finish Carpentry				\$ -	
	Crown molding	290.00	LF		\$ 3,045.00	
	Remove and reinstall classroom fixtures	1.00	LS		\$ 7,500.00	
	Wainscott	240.00	SF		\$ 3,960.00	
	Chairrail	290.00	LF		\$ 2,610.00	
	MDF Gym walls	1360.00	SF		\$ 8,500.00	
					\$ -	
					\$ -	
<b>DIVISION 7 - THERMAL &amp; MOISTURE</b>						
	Thermal & Moisture				\$ -	
07 00 30	Waterproofing				\$ -	
07 20 01	Insulation	7208.00	SF			\$ 10,812.00
07 21 39	Sprayed Insulation				\$ -	
					\$ -	
07 25 00	Weather Barriers				\$ -	
					\$ -	
07 31 00	Roofing	1.00	LS		\$ 130,000.00	
07 31 10	Classroom single ply	1.00			\$ 75,000.00	
07 31 13	Gym single ply	1.00				\$ 75,000.00
	Gym comp roofing			Alternate	\$ -	
07 46 00	Siding				\$ -	
07 46 00	Includes - WRB and hardie	6762.00	SF		\$ 96,067.03	
07 46 00	Soffit siding	706.00	SF		\$ 10,030.07	
					\$ -	
					\$ -	
<b>DIVISION 8 - DOORS &amp; WINDOWS</b>						
					\$ -	
					\$ -	
08 10 01	Doors and Frames	15.00	EA	Alternate		\$ 15,937.50
08 10 10	Doors and Frame (1 only)	1.00	EA		\$ 1,062.50	
08 30 01	Specialty Doors & Frames				\$ -	

PHASE	DESCRIPTION	QTY	UNITS	SUB/SUPPLIER	TOTAL BASE BID	ALTERNATES
					\$ -	
					\$ -	
<b>DIVISION 9 - FINISHES</b>						
					\$ -	
09 29 00	Drywall				\$ -	
	Cafe, classrooms and prefuction	5424.00	SF		\$ 37,968.00	
	Gym walls	1642.00	SF		\$ 11,494.00	
	Gyp plaster ceiling repairs	614.00	SF		\$ 4,912.00	
09 30 11	Tiling				\$ -	
09 30 10	Tub/shower Surrounds				\$ -	
					\$ -	
09 51 00	Acoustical Ceilings				\$ -	
	Repair or replace ceiling	628.00	SF		\$ 5,024.00	
09 60 01	Flooring				\$ -	
					\$ -	
09 91 00	Painting				\$ -	
09 91 13	Exterior Painting (siding)	6762.00	SF		\$ 16,906.00	
09 91 23	Interior Painting				\$ -	
					\$ -	
<b>DIVISION 10 - SPECIALTIES</b>						
<b>DIVISION 11 - EQUIPMENT</b>						
<b>DIVISION 12 - FURNISHINGS</b>						
<b>DIVISION 13 - SPECIAL CONSTRUCTION</b>						
<b>DIVISION 14 - CONVEYING SYSTEMS</b>						
<b>DIVISION 21 - FIRE SPRINKLERS</b>						
<b>DIVISION 22 - PLUMBING</b>						
<b>DIVISION 23 - MECHANICAL</b>						
					\$ -	
23 00 00	Mechanical Hvac				\$ -	
	Leave steam registers, but need exhaust allowance for roof penetrations	1.00	LS		\$ 10,000.00	
					\$ -	
					\$ -	
<b>DIVISION 26 - ELECTRICAL</b>						
					\$ -	
26 00 01	Electrical				\$ -	
26 00 01	Allowance for moving/replacing electrical	1.00	LS		\$ 25,000.00	
					\$ -	
26 30 10	Fire Alarm Systems (allowance for fire alarm wires)	1.00	LS		\$ 10,000.00	
					\$ -	
					\$ -	
<b>DIVISION 27 - COMMUNICATIONS</b>						
<b>DIVISION 28 - ELECTRONIC</b>						
<b>DIVISION 31 - EARTHWORK</b>						
<b>DIVISION 32 - SITE WORK</b>						
<b>DIVISION 33 - WATER UTILITIES</b>						
<b>DIVISION 48 - ALTERNATIVE ENERGY SYSTEMS</b>						
				SUBTOTAL	\$ 1,066,471.86	
	TOTAL HARD COST				\$ 1,066,471.86	
	CONTINGENCY			10%	\$ 106,647.19	
	OVERHEAD AND PROFIT			8%	\$ 93,849.52	
	TOTAL COST				\$ 1,266,968.57	
	GENERAL LIABILITY			1%	\$ 12,669.69	
	BUILDING PERMIT				BY OWNER	
	SUB TOTAL				\$ 1,279,638.26	
	PAYMENT AND PERFORMANCE BOND			3%	\$ 38,389.15	
	PUBLIC WORKS BOND				\$ 800.00	
	TOTAL PROJECT COST				\$ 1,318,827.41	



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[Home](#) > [Public Comment Submission or Registration](#) > [Webform results](#) > Submission #5

Submission information

Form: [Public Comment Submission or Registration](#) [1]

Submitted by Anonymous (not verified)

February 6, 2023 - 2:00pm

71.8.171.75

**Full Name:**

Rick Bowers

**Full Address (Providing your address is required to offer public comment):**

PO Box 1406, 357 Commercial St., Astoria, OR 97103

**Phone Number:**

916-622-4501

**E-mail Address:**

rick@speak-peace.com

**Confirm E-mail Address:**

rick@speak-peace.com

**Is this comment for the City Council or the Planning Commission?**

City Council

**Meeting Date you will be providing public comment (Council Meets 2nd and 4th Monday of Month, Planning Meetings 1st Tuesday of Month)**

February 13, 2023

**Select which option you will be using to attend the meeting:**

In-Person

**In-Person Instructions:**

I have read and understand the in-person instructions.

**Is this comment for the general (open) comment period or for a specific agenda item?**

General Comment

**Please state the topic on which you would like to offer comments:**

housing

**If you would like to submit a photo or other documents along with your comment please upload them here:**

[rents-in-clatsop-county.pdf](#) [2]

**Please select one of the following required options:**

I am stating that I would like this comment submitted to the City Council prior to its next meeting and included in the council packet. Further, I'm stating that by checking this box, I understand that it will become part of the public record. Comments made without a name and address cannot be added to the public record.

**Source URL:** <https://www.cityofseaside.us/node/20386/submission/10846>

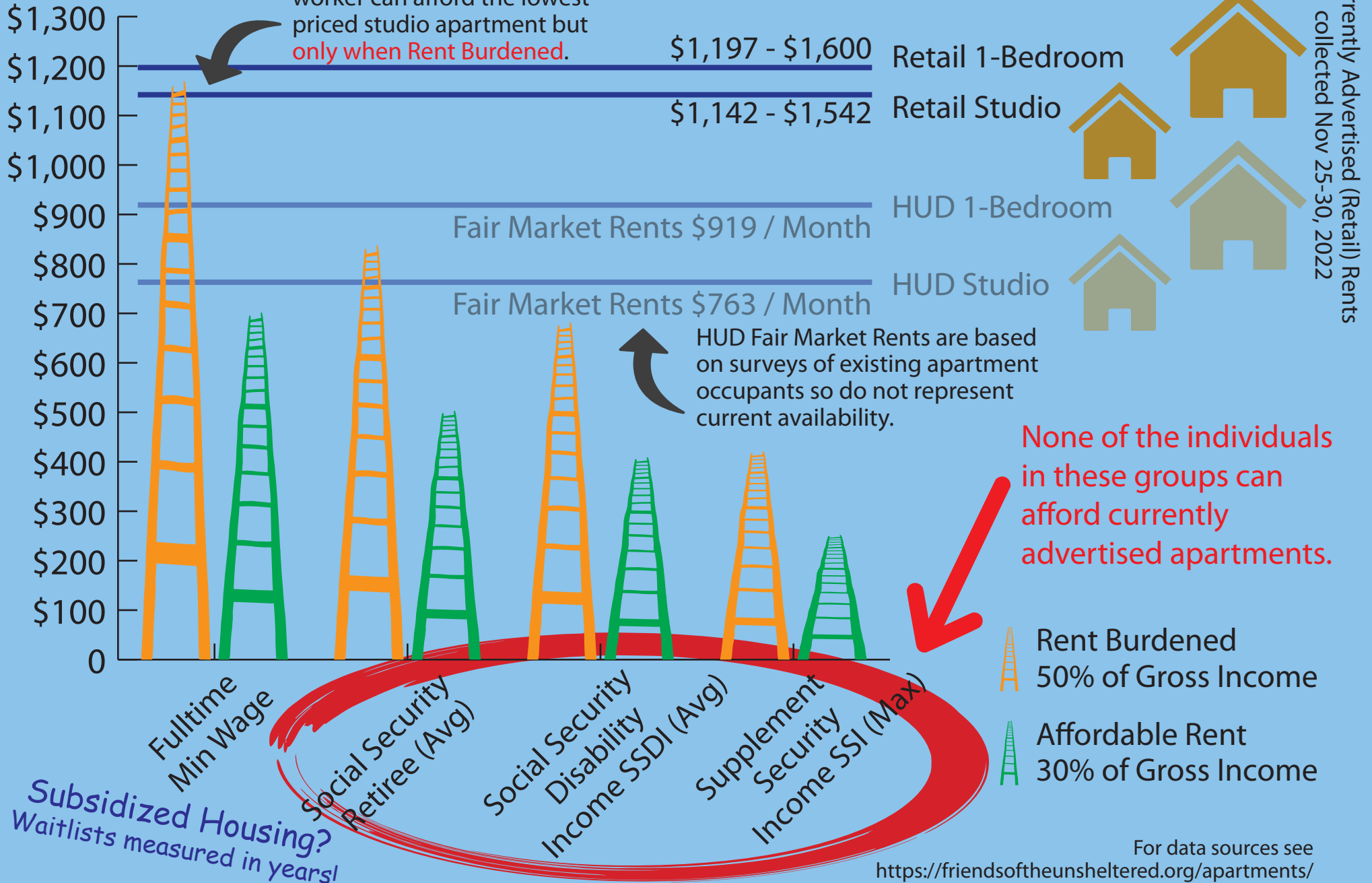
**Links**

[1] <https://www.cityofseaside.us/public-comment-form>

[2] <https://www.cityofseaside.us/system/files/webform/rents-in-clatsop-county.pdf>

# Apartment Affordability in Clatsop

A fulltime minimum wage worker can afford the lowest-priced studio apartment but **only when Rent Burdened**.





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[Home](#) > [Public Comment Submission or Registration](#) > [Webform results](#) > Submission #6

Submission information

Form: [Public Comment Submission or Registration](#) [1]

Submitted by Anonymous (not verified)

February 9, 2023 - 8:06pm

2600:6c55:27f:f099:a17c:b510:36e2:94b5

**Full Name:**

Kathy Samsel

**Full Address (Providing your address is required to offer public comment):**

343 Hemlock St. Seaside, Oregon 97138

**Phone Number:**

503 434 0145

**E-mail Address:**

Ksamsel44@gmail.com

**Confirm E-mail Address:**

Ksamsel44@gmail.com

**Is this comment for the City Council or the Planning Commission?**

City Council

**Meeting Date you will be providing public comment (Council Meets 2nd and 4th Monday of Month, Planning Meetings 1st Tuesday of Month)**

February 13, 2023

**Select which option you will be using to attend the meeting:**

In-Person

**In-Person Instructions:**

I have read and understand the in-person instructions.

**Is this comment for the general (open) comment period or for a specific agenda item?**

General Comment

**Please state the topic on which you would like to offer comments:**

Mill Pond. New Site ideas

**If you would like to submit a photo or other documents along with your comment please upload them here:**

**Please select one of the following required options:**

I am stating that I would like this comment submitted to the City Council prior to its next meeting and included in the council packet. Further, I'm stating that by checking this box, I understand that it will become part of the public record. Comments made without a name and address cannot be added to the public record.

**Source URL:** <https://www.cityofseaside.us/node/20386/submission/10871>

**Links**

[1] <https://www.cityofseaside.us/public-comment-form>





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[Home](#) > [Public Comment Submission or Registration](#) > [Webform results](#) > Submission #8

Submission information

Form: [Public Comment Submission or Registration](#) <sup>[1]</sup>

Submitted by Anonymous (not verified)

February 13, 2023 - 10:02am

97.90.105.42

**Full Name:**

Paul Knoch

**Full Address (Providing your address is required to offer public comment):**

2084 Cooper Dr.

**Phone Number:**

9713209285

**E-mail Address:**

paulknoch@gmail.com

**Confirm E-mail Address:**

paulknoch@gmail.com

**Is this comment for the City Council or the Planning Commission?**

City Council

**Meeting Date you will be providing public comment (Council Meets 2nd and 4th Monday of Month, Planning Meetings 1st Tuesday of Month)**

February 13, 2023

**Select which option you will be using to attend the meeting:**

In-Person

**In-Person Instructions:**

I have read and understand the in-person instructions.

**Is this comment for the general (open) comment period or for a specific agenda item?**

Specific Agenda Item

**Please list the specific item on the agenda that allows for public comment (Example: Item #11A - Resolution #3994):**

Resolution 4105

**If you would like to submit a photo or other documents along with your comment please upload them here:**

**Please select one of the following required options:**

I am stating that I would like this comment submitted to the City Council prior to its next meeting and included in the council packet. Further, I'm stating that by checking this box, I understand that it will become part of the public record. Comments made without a name and address cannot be added to the public record.

**Source URL:** <https://www.cityofseaside.us/node/20386/submission/10906>

**Links**

[1] <https://www.cityofseaside.us/public-comment-form>



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[Home](#) > [Public Comment Submission or Registration](#) > [Webform results](#) > Submission #9

Submission information

Form: [Public Comment Submission or Registration](#) <sup>[1]</sup>

Submitted by Anonymous (not verified)

February 13, 2023 - 2:14pm

24.216.254.102

**Full Name:**

Tess Witnik

**Full Address (Providing your address is required to offer public comment):**

801 Commercial St Astoria OR 97103

**Phone Number:**

9713549165

**E-mail Address:**

tess@harbornw.org

**Confirm E-mail Address:**

tess@harbornw.org

**Is this comment for the City Council or the Planning Commission?**

City Council

**Meeting Date you will be providing public comment (Council Meets 2nd and 4th Monday of Month, Planning Meetings 1st Tuesday of Month)**

February 13, 2023

**Select which option you will be using to attend the meeting:**

Via Zoom

**Zoom Webinar Instructions:**

I have read and understand the Zoom web-conference instructions and understand I should run a test ahead of time. (Copy and paste this link to test your connection and microphone):

<https://zoom.us/test>

**Is this comment for the general (open) comment period or for a specific agenda item?**

Specific Agenda Item

**Please list the specific item on the agenda that allows for public comment (Example: Item #11A - Resolution #3994):**

The Harbor

**If you would like to submit a photo or other documents along with your comment please upload them here:**

**Please select one of the following required options:**

I am stating that I would like this comment submitted to the City Council prior to its next meeting and included in the council packet. Further, I'm stating that by checking this box, I understand that it will become part of the public record. Comments made without a name and address cannot be added to the public record.

**Source URL:** <https://www.cityofseaside.us/node/20386/submission/10916>

**Links**

[1] <https://www.cityofseaside.us/public-comment-form>