

INTERVIEW: COMMUNITY CENTER COMMISSION

6:20 PM - Jennifer Johnson

6:30 PM - Jordan Virding

**AGENDA SEASIDE CITY COUNCIL MEETING
MARCH 25, 2019 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PROCLAMATION - CHILD ABUSE PREVENTION MONTH
ARBOR WEEK
6. COMMENTS FROM STUDENT REPRESENTATIVE, Briana Boyd
7. COMMENTS – PUBLIC – (please keep speaking time to four minutes)
8. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
9. CONSENT AGENDA
 - a) PAYMENT OF THE BILLS - \$1,565,847.58
 - b) APPROVAL OF MINUTES - March 11, 2019
10. ANNUAL REPORT - SEASIDE LIBRARY, Esther Moberg
11. UNFINISHED BUSINESS:
 - a) VACANCY - CITY TREE BOARD
AIRPORT COMMITTEE
COMMUNITY CENTER COMMISSION
12. NEW BUSINESS
 - a) UPDATE - 2020 CENSUS WITH THE US CENSUS BUREAU, Sarah Bushore
 - b) RESOLUTION #3936 - A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY
 - PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT - ALL IN FAVOR AND OPPOSED
 - c) VACANCY - PARKS ADVISORY COMMITTEE, Term Expirations
 - d) APPROVAL - SEASIDE CIVIC AND CONVENTION CENTER CONTRACT RATE ADJUSTMENT, Russ Vandenberg

e) **UPDATE - SEASIDE CIVIC AND CONVENTION CENTER
EXPANSION/RENOVATION, Russ Vandenberg**

13. COMMENTS FROM THE CITY STAFF

14. COMMENTS FROM THE COUNCIL

15. ADJOURNMENT

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

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

CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

PROCLAMATION

Whereas, every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the dangers and harmful effects of child abuse and neglect; and

Whereas, child abuse and neglect impacts our entire society and can cause traumatic psychological, emotional and physical harm, resulting in long-term economic and societal costs; and

Whereas, child-focused prevention and intervention programs offer positive alternatives and outcomes for children and encourage families to develop strong, durable ties to their communities; and

Whereas, child abuse prevention succeeds through partnerships among parents, child-welfare agencies, mental and physical health care providers, schools, law enforcement agencies, churches, businesses and community members by fostering loving, supportive and violence-free homes; and

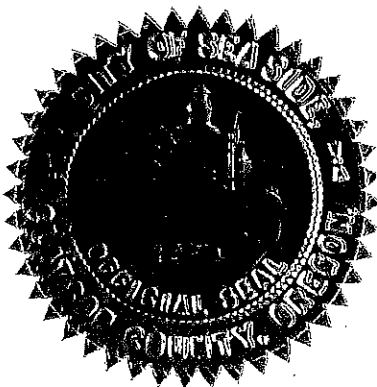
Whereas, all citizens need to be more aware of the effects of child abuse, neglect, and prevention in order to encourage healthy parenting in healthy communities.

NOW, THEREFORE, I, Jay Barber, Mayor of the City of Seaside, do hereby proclaim the month of April, 2019, as:

CHILD ABUSE PREVENTION MONTH

in the City of Seaside.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 25th day of March, 2019.



JAY BARBER, MAYOR

CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and Arbor Day is now observed throughout the nation and world; and

Whereas, the State of Oregon recognizes the first full week in April as Arbor Week; and

Whereas, trees reduce the erosion of our precious topsoil by wind and water, reduce heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal; and

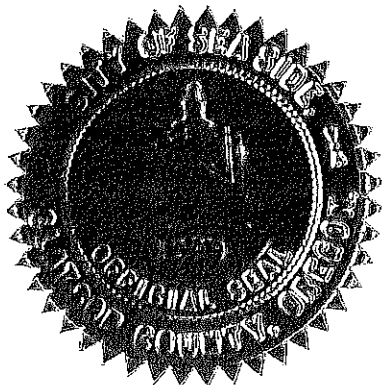
Whereas, the City of Seaside has been recognized as a Tree City USA for the National Arbor Day Foundation for the twenty-first year, and celebrated this recognition April 26, 2019, by planting trees in Seaside.

NOW, THEREFORE, I, JAY BARBER, Mayor of the City of Seaside, in the State of Oregon, do hereby proclaim the week of April 7-13, 2019, as

ARBOR WEEK

and urge all citizens to support efforts to care for our trees and woodlands, and to plant trees to gladden the hearts and promote the well being of present and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 25th day of March, 2019.



JAY BARBER, MAYOR

SEASIDE CITY TREE BOARD

(Meetings are scheduled every other month on the third Thursday at 4:00 PM)

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

- (1) Develop criteria for city staff and/or contractors to apply in making decisions entrusted to staff and/or contractor discretion,
- (2) Designate Heritage Trees on public and private lands within the city,
- (3) Promote the planting and proper maintenance of trees through special events including an annual local celebration of Arbor Day, and
- (4) Obtain the annual Tree City USA designation by the National Arbor Day Foundation.

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

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** June 25, 2018
Name: Ann Tierney-Ornie
Commission/Committee: City Tree Board Committee
Resignation Date: N/A
Term Expiration Date: Tierney-Ornie - June 30, 2018
Wants to be considered again: No
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



CITY of SEASIDE

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

CITY TREE BOARD

Term of Office: 3 years

Number of Members: 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
VACANCY (TIERNEY-ORNIE)			6/30/2018
JOHN CARTER	PO BOX 679	738-4387	6/30/2019
VINEETA LOWER	815 6 TH AVENUE	503-621-6588	6/30/2020
PAM FLEMING	1255 AVENUE 'B'	738-5637	6/30/2020
ARNIE OLSEN	PO BOX 645	717-5745	6/30/2021
DALE MCDOWELL	1387 AVENUE 'U'	738-5112	STAFF REPRESENTATIVE

SEASIDE AIRPORT COMMITTEE

(Meetings are scheduled every other month on the last Tuesday at 6:00 PM)

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

The committee shall consist of the following Seven (7) members: resident of the City of Gearhart, and Six (6) members, who are not employees of the City, and at least (4) of the members shall reside within the City limits who shall serve as members. The Mayor shall appoint one member of the City Council as Council liaison, and the Public Works Director shall be the Staff liaison to the Committee.

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

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

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

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** August 13, 2018
Name: Tracy MacDonald
Commission/Committee: Seaside Airport Committee
Resignation Date: MacDonald - August 1, 2018
Term Expiration Date: June 30, 2019
Wants to be considered again: N/A
2. **Applicants:**
Joyce Hunt
3. **Nominations:**
4. **Appointment:**

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

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: _____

NAME HUNT Joyce PHONE 503/739-1825
Last First

ADDRESS 510 13TH AVE SEASIDE OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) _____

BUSINESS ADDRESS (IF APPLICABLE) _____

EMAIL ADDRESS jhunt9@msu.com

LENGTH OF TIME IN SEASIDE 20 YR ARE YOU A REGISTERED VOTER IN SEASIDE: Yes No

OCCUPATION RETIRED

PAST OCCUPATIONS RADIOLOGIC TECHNOLOGIST (39 YRS WITH PROVIDENCE)

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

AIRPORT ADVISORY COMMITTEE

List committee/commissions you are currently appointed to:

KMUM - CITIZEN'S ADVISORY BOARD (NO CITY/COUNTY APPOINTMENTS)

List fields in which you have interest or ability:

PRIVATE PILOTS LICENSE, 1986 LOTS OF VOLUNTEER WORK: LIBRARY (WOU), NCLC, NWC, KMUM

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

LINE BOY / OFFICE GIRL AT FRANKLIN FLYING FIELD, INDIANA 1969-1971

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

GROWING UP ON A SMALL AIRPORT IN INDIANA, THIRD GENERATION PILOT, LEARNING TO FLY AT EVERGREEN AIRPORT IN VANCOUVER, WA ALL MEAN I AT LEAST UNDERSTAND THE LINBO.

MY VOLUNTEERING WITH THE NECANICOLA WATERSHED COUNCIL GIVES ME INSIGHT TO WETLAND ISSUES SURROUNDING THE AIRPORT (BEAVERS)

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

When? _____ Please explain: _____

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

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>NANCY HOLMES</u>	<u>FRIEND</u>	<u>1520 COOPER ST, 97138</u>	<u>503-717-1614</u>
<u>PATRICA LEHMAN</u>	<u>FRIEND</u>	<u>320 HILLTOP DR SEASIDE 97138</u>	<u>971-601-0753</u>
<u>CARMEN HAMMER SMITH</u>	<u>FRIEND / FORMER BOSS</u>	<u>89738 SEABREEZE DR, WARRENTON, 97146</u>	<u>503-440-2312</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 3-18-19 SIGNATURE Joyce Hunt



CITY of SEASIDE

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RESORT

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

AIRPORT COMMITTEE

Term of Office: 3 years

Number of Members: 7

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
VACANCY (MACDONALD)			6/30/2019
TERI CARPENTER	220 AVENUE 'U'	425-246-9962	6/30/2019
RANDALL HENDERSON*	89066 OCEAN DRIVE WARRENTON, 97146	503-577-6153	6/30/2020
ROY BENNETT	2026 FERNWOOD ST.	738-4102	6/30/2020
BRUCE FRANCIS	90250 SHORE LINE DR. WARRENTON, 97146	440-0033	6/30/2021
DIANNE WIDDOP	PO BOX 2116 GEARHART, 97138	440-0358	6/30/2021
JESSE TAYLOR	2041 ALDERCREST ST.	440-7564	6/30/2021
DALE MCDOWELL	1387 AVENUE 'U'	738-5112	Public Works
RANDY FRANK	454 HIGHLAND DR.	440-3090	City Council

*Chair

COMMUNITY CENTER COMMISSION

(Meetings are scheduled the first Tuesday of every month at 10:00 AM)

The purpose of the Community Center Commission is to be an advisory body to recommend and make suggestions to the City Council concerning matters relating to the well being of the community center and its users. Receive direction from the Council concerning matters relating to the well being of the community center and its users.

The commission consists of nine members who are not officials or employees of the city and who shall be appointed by the City Council. A minimum of five members shall reside within the city limits; a maximum of four members may reside within the Urban Growth Boundary, but outside the City limits.

A Community Center Commissioner's term of office shall commence on June 1, of each year of his/her term. At the first Commission meeting in June, the Commission will appoint one of their members as Chairperson and one as Vice-Chairperson. One member of the Commission will serve as secretary and minutes will be filed with the City Council.

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** **January 14, 2019**
Name: Greta Passetti
Commission/Committee: **Community Center Commission**
Resignation Date: **Deceased**
Term Expiration Date: **June 1, 2019**
Wants to be considered again: **N/A**
2. **Applicants:**
Jennifer Johnson
Jordan Viriding
3. **Nominations:**
4. **Appointment:**

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

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: _____

NAME Johnson Jennifer PHONE 360.390.8453
Last First

ADDRESS 1660 Ave T #B Seaside OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) P.O. box 243 Seaside OR

BUSINESS ADDRESS (IF APPLICABLE) _____

EMAIL ADDRESS johnsonjen.jj@gmail.com

LENGTH OF TIME IN SEASIDE 1 yr ARE YOU A REGISTERED VOTER IN SEASIDE: Yes No

OCCUPATION Times Theatre

PAST OCCUPATIONS See attached resume

List committee/commissions on which you would like to serve: Community Center or Tourism Advisory

List committee/commissions you are currently appointed to: _____

List fields in which you have interest or ability: Events, Leadership, organize, Community Center, community, activities, youth, art sports

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

List skills and special knowledge that you may have acquired from these activities: I was a supervisor for the Jefferson County Parks & Rec. I coached soccer & basketball...
please see attached resume

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? 10 years ago Please explain: I was in financial hardship, made a bad decision, made things right. That experience has made me a better teacher, mother, & leader & coach

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>Ben Fowler</u>	<u>20+ year friend</u>	<u>Seaside</u>	<u>503.739.5535</u>
<u>Matt Tyler</u>	<u>previous boss employer</u>	<u>Port Townsend</u>	<u>360.531.1744</u>
<u>Kerri Lambert</u>	<u>current manager</u>	<u>Seaside</u>	<u>503.440.6350</u>
<u>Laurie Solch</u>	<u>colleague/friend</u>	<u>Port Townsend</u>	<u>608.772.6273</u>

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DATE _____ SIGNATURE Jennifer Johnson

Jennifer E. Johnson

Seaside Oregon 97138 * 360.390.8453 * johnsonjen.jj@gmail.com



References Available

Key Skills

- *Basic ASL Instruction
- *Early Childhood Education
- *Child Safety
- *Child Program Space Development
- *Art/ Design/Photography
- *Waldorf, Montessori and Amelia Reggio
- *Leadership
- *Communication/Leadership/ Public Relations

Education/

Certificates

- *ECE Equivalency
- *CPR/First Aid Certification
- *Certified Food Handler
- *OLCC
- *Lifeguard Certification
- *Family- Care Certification
- *Childcare Program Management
- *Bloodborne Pathogen Exposure Prevention
- *Exploring Nature with Young Children
- *Portland Art Institute: Coursework, Interior Design (2007-2008)
- *Pendleton High School: High School Diploma (1999)

Committees/

Volunteer/

Organizations

- *WWOOF, World Wide Organization of Organic Farming
- *PT Leader, Port Townsend Daily News
- *SAMfest, Solidarity Through Art & Music Festival Committee Member
- *Chamber of Commerce Ambassador, Port Townsend Chamber of Commerce
- *Farmers Market Fundraising Committee, Pendleton Oregon

I would like to utilize my skills to better serve my community

Professional Experience

Times Theatre and Public House
Seaside/PT School District
Jefferson County Parks and Rec.
Private Nanny In Home Nanny
Magnolia Whizz Kids Academy
Mother Bear Day Care
Ginkgo Home Furnishings

Server/Bartend/Concessions, August 2018- current
Teachers Assistant, September 2016-September 2018
Recreational Supervisor, Aug. 2015-Dec. 2017
Private Nanny, July 2014-June 2015
ECE Educator, October 2013-July 2014
Business Owner, November 2010-September 2013
Assistant Manager, October 2006- November 2008

PortTownsend/Seaside School District, PortTownsend WA/Seaside OR

Para Educator/Teacher Assistant, Implement and monitor students' educational program and provide assistance to students as directed including communication and specific behavioral plan. Observe and gather data about students' progress and development. Set up and maintain student files, data collection and records. Flexible working in a changing educational environment. Support students to maintain appropriate behavior and safety in the school environment. Evaluate students' behavior and needs. Assisted with athletic department, Home Economics, classroom settings ranging from elementary to high school age.

Jefferson County Parks and Rec., Port Townsend WA

Supervisor/Coach, Supervise in a variety of recreational programs. Assist recreation managers. Understanding of safety and proper use of facilities. Perform limited facility maintenance. Supervise recreation programs. Communicate and work effectively with staff. Supervise program implementation for youth and adult activities for Jefferson county venues. Soccer and basketball coach.

Magnolia Whizz Kids Academy, Seattle WA

Early Childhood Education Teacher, Supervise children at all times in an Amelia Reggio creative learning environment. Assist in preschool/toddler activities, outdoor and indoor activities, field trips. Relate instructional objectives to elementary curriculum standards and demonstrate effective decision-making concerning instructional goals. Aid students in developing self-confidence and a positive self-image. Prepare students for lessons by reviewing, outlining and explaining objectives. Present lessons in a clear, well-organized and logical structure, embracing enthusiasm and optimism. Use a variety of instructional materials such as contextual, supplemental, teacher-constructed, teaching bulletin boards, audio-visual, hands-on, discovery and activity-based learning. Reflect an attitude that values diversity. Awareness of student's emotional, social and educational needs.

Business Owner, Pendleton OR

Registered Daycare Provider, Registered in-home child care provider for ten children aged six months to twelve with the focus of Waldorf education. Observe and monitor children's play activities. Manage all aspects of business operations. Communicate with children's parents/guardians about daily activities/behaviors/related issues. Keep records on individual children, including daily observations/information about activities, meals served, medications administered. Support children's emotional/social development, encouraging understanding of others & positive self-concepts. Identify signs of emotional/developmental problems in children and bring them to parents'/guardians' attention. Assist preparing food/serving meals and refreshments to children. Instruct children in health/personal habits, e.g., eating/resting/toilet habits.

Ginkgos Home Furnishing, Portland OR

Assistant Manager, Oversee daily operations in retail management. Working with cliental customizing high end furniture and or interior design. Network with suppliers, managing displays, showroom design, maintaining supplies and providing quality customer service to cliental. Advertisement through marketing. Sales representative. Money handling and bank deposits. Assemble and disassemble merchandise. Opening and closing the building. Maintain inventory of merchandise. Assist with deliveries when needed. Lead or assist meetings. Filing, money handling, banking and deposits.

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

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: _____

NAME Viriding Jordan PHONE 503 / 724-3645

ADDRESS 1220 Queen St

LENGTH OF TIME IN SEASIDE 9/2015 to current

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes No

OCCUPATION Retail Manager

PAST OCCUPATIONS Loan officer, Teller
Cashier

jordan.virding@gmail.com

List committee/commissions you are currently appointed to: None

List committee/commissions on which you would like to serve: Community center Commission
Tourism

List fields in which you have interest or ability: Tourism, Candy
MUSIC, Banking

List employment and volunteer activities, which may relate to service on committee/commissions:
Manager- Phillips Candies
Loan officer/Member rep- Wauna

List skills and special knowledge that you may have acquired from these activities:
Working downtown really allows me to meet local people
and get to know our town and what/who it takes to
make it run. I'd like to build on that and give back in any way
I can.

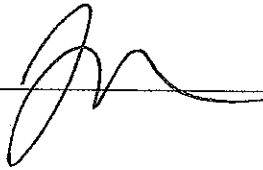
Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes () No If yes, what offense?

When? _____ Please explain: _____

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

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>Piper O'Brien</u>	<u>Family Friend</u>	<u>720 S. Lincoln</u>	<u>503 738 3169</u>
<u>Mark Uhi</u>	<u>Manager</u>	<u>1423 S. Franklin</u>	<u>503-838-2231</u>
<u>Steve Phillips</u>	<u>Family Friend</u>	<u>1845 Broadway</u>	<u>503 738 9413</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 2/28/2019 SIGNATURE 



CITY of SEASIDE

OREGON'S
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ALL-YEAR
RESORT

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

COMMUNITY CENTER COMMISSION

Term: 3 years

Number of Members: 9

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
PIPER O'BRIEN***	720 S. LINCOLN	738-3169	6/01/2019
VACANCY (Passetti)			6/01/2019
MOLLY IRONS**	221 7 TH AVENUE	738-7005	6/01/2019
MALINDA AUSTIN	2062 CEDAR STREET	738-3926	6/01/2020
JOE (FRED) FISHER	2533 OREGON	738-9897	6/01/2020
KRISTIN TSCHANNEN*	770 16 TH AVENUE	323-397-5116	6/01/2020
LOUIS NEUBECKER	1859 BROADWAY	717-0153	6/01/2021
LEILA VERNOR	764 3 RD AVENUE	738-4352	6/01/2021
GENEVIEVE ULBRICHT	391 BEACH DRIVE	503-781-4644	6/01/2021
DANA PHILLIPS	1845 BROADWAY	738-9413	CITY COUNCIL

*CHAIR

**VICE CHAIR

***SECRERY

RESOLUTION # 3936

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND BY ENTERING INTO A FINANCING CONTRACT WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

The Seaside City Council (the "Governing Body") of the City of Seaside (the "Recipient") finds:

- A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410 (9).
- B. Oregon Revised Statutes 285B.410 through 285B.482 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Special Public Works Fund.
- C. The Recipient has filed an application with the OBDD to obtain financial assistance for a "development project" within the meaning of the Act.
- D. The OBDD has approved the Recipient's application for financial assistance from the Special Public Works Fund pursuant to the Act.
- E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number B19003, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the "Project").
- F. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager, Mark J. Winstanley to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the "Financing Documents"), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$5,000,000 and an interest rate of 2.25% per annum. The proceeds of the loan from the OBDD will be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.
2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:
 - (a) The revenues of the project, including special assessment revenues;
 - (b) Amounts withheld under ORS 285B.449 (1);
 - (c) The general fund of the Recipient; or
 - (d) Any other source.

3. Tax-Exempt Status. The Recipient covenants not to take any action or omit to take any action if the taking or omission would cause interest paid by the Recipient pursuant to the Financing Documents not to qualify for the exclusion from gross income provided by Section 103(a) of the Internal Revenue Code of 1986, as amended. The Recipient may enter into covenants to protect the tax-exempt status of the interest paid by the Recipient pursuant to the Financing Documents and may execute any Tax Certificate, Internal Revenue Service forms or other documents as may be required by the OBDD or its bond counsel to protect the tax-exempt status of such interest.

PASSED by the Council of the City of Seaside this ____ day of _____, 2019.

SUBMITTED to the Mayor and APPROVED by the Mayor this ____ day of _____, 2019.

JAY BARBER, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Project Name: School Campus Water Tank Design and Construction

Project Number: B19003

This interim financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Seaside ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$6,089,619.

"Interest Rate" means 2.25% per annum.

"Loan Amount" means \$5,000,000.

"Maturity Date" means the earlier of (i) 3 years plus 90 days after the date of this Contract or (ii) the date that either party receives Refunding Proceeds.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project specified below:

A non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid. Interest is computed by counting the actual days occurring in a 360-day year.

The Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.

- C. Loan Payment. The entire outstanding balance of the Loan, including all accrued unpaid interest, is due and payable in full on the Maturity Date.
- D. Loan Prepayments.
 - (1) Mandatory Prepayment. The Refunding Proceeds shall be applied to repay the outstanding balance of the Contract. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient has delivered to OBDD (in form and substance satisfactory to OBDD) an estimated schedule of Disbursement Requests for Project design, including anticipated number, submission dates, and amounts and, prior to the beginning of Project construction, an estimated schedule of Disbursement Requests for construction, including anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

- A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.
- B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
 - (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) State labor standards and wage rates found in ORS chapter 279C.
 - (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding / award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

- (3) Permit OBDD to conduct inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (6) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with Section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit D, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with Section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with Section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in Subsections A through E of this Section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449; however, this provision is not to be construed in a way that Recipient's obligations would constitute debt that violates Section 10, Article XI of the Oregon Constitution.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this Section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director
 Economic Development
 Oregon Business Development Department
 775 Summer Street NE Suite 200
 Salem OR 97301-1280

If to Recipient: Assistant City Manager
 City of Seaside
 989 Broadway Street
 Seaside OR 97138-7826

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF SEASIDE

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Jay Barber
Mayor of Seaside

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Sam Zeigler per email dated 20 February 2019
Sam Zeigler, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 7 December 2018.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(8).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Refunding Proceeds” means the proceeds of any subsequent short- or long-term financing, whether resulting from the sale of tax-exempt bonds or otherwise, issued to refund the Loan or to finance the Project.

“System” means Recipient’s drinking water / wastewater / utility system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.
- B. Refunding Proceeds. The outstanding principal of and accrued, but unpaid, interest on the Loan shall be payable from any Refunding Proceeds. The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.

C. Pledge of Net Revenues of the System.

1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of Recipient's obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or further act, and the lien of this pledge is superior to all other claims and liens, except as provided in Subsections 2 and 3 of this Section C, to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310.

2. OBDD acknowledges that Recipient has senior debt in the form of 2011 Wastewater Revenue Bonds and 2012 Limited Tax General Obligation Full Faith & Credit Water Refunding Bonds. The Recipient shall not incur any further obligation payable from or secured by a lien on and pledge of the Net Revenues that is superior to, or on parity with the Loan.

3. Notwithstanding the requirements of Subsection 2 of this Section C, loans previously made and loans made in the future by OBDD to Recipient that are secured by the Net Revenues may have a lien on such Net Revenues on parity with the Loan; provided that nothing in this paragraph will adversely affect the priority of any of OBDD's liens on such Net Revenues in relation to the lien(s) of any third party(ies).

EXHIBIT C - PROJECT DESCRIPTION

The Recipient will construct a new approximately 2-million-gallon water reservoir on the eastern edge of the property located at 23000 Spruce Drive, Seaside, Oregon 97138 ("Site"). Recipient will also construct a new booster pump station on the Site and connections therefrom to transport water to neighborhoods north and south of the Site, and to improve water pressure and reliability in the area.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Design / Engineering	\$0	\$779,619
Construction	\$5,000,000	310,000
Total	\$5,000,000	\$1,089,619

SEASIDE PARKS ADVISORY COMMITTEE

(Meetings are scheduled the first Thursday of every month at 7:00 PM)

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

The committee shall consist of seven members who are not officials or employees of the City and who will be appointed by the City Council. A minimum of six members shall reside within the city limits, and a maximum of one member may reside within the Urban Growth Boundary, or be an owner or employee of a business located in the city limits. No more than two members shall be engaged in the same kind of occupation, business, trade, or profession. The Mayor shall appoint one member of the City Council as Council liaison, and the City Manager or his designee, shall be the Staff liaison to the Committee.

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

All members shall be appointed by the City Council and shall serve for a term of three years. The initial terms will be: two members shall be appointed for a term of one year, two members for two years, and three members for three years. As those terms expire, all vacancies will be filled for three year terms.

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. Date Council Notified: March 25, 2019

Name: Pam Bierly
Matthew Stolberg

Commission/Committee: Parks Advisory Committee

Resignation Date: N/A

Term Expiration Date: March 31, 2019

Wants to be considered again: Yes - both

2. Applicants:
Pam Bierly
Matthew Stolberg

3. Nominations:

4. Appointment:

CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

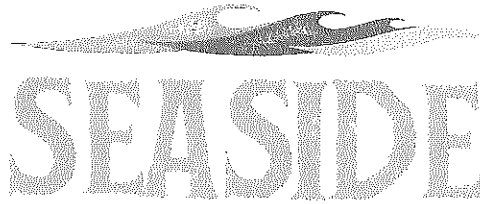
989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

PARKS ADVISORY COMMITTEE

Term of Office: 3 years
Number of Members: 7

Chairperson*
Vice Chairperson**
Secretary***

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXP.</u>
PAM BIERLY	120 12TH AVENUE	738-8107	3/31/2019
MATTHEW STOLBERG	870 Avenue 'T' Unit 2	739-2593	3/31/2019
MARY BLAKE	1668 Whispering Pines	717-3810	3/31/2020
NORMAN BROWN***	3041 Evergreen Dr.	717-5132	3/31/2020
JASON BOYD**	1940 Huckleberry	738-4363	3/31/2020
MICHAEL HINTON	1015 S. IRVINE PL.	738-5748	3/31/2021
NANCY HOLMES*	1520 COOPER ST.	717-1614	3/31/2021
TOM HORNING	808 26TH AVENUE	738-5770	horning@pacifier.com
DALE MCDOWELL	1387 AVENUE 'U'	738-5112	dmcdowell@cityofseaside.us



CIVIC AND CONVENTION CENTER

MEMORANDUM

TO: Honorable Mayor & City Councilors
FROM: Russ Vandenberg, General Manager
DATE: March 20, 2019
RE: Convention Center Rental Fee Increase

The following rental fee increases are recommended to adjust valuation of newly expanded/renovated meeting rooms including additional cost of labor, supplies, utilities and maintenance expenses.

Facility Rate Schedule

Entire Facility:

- Ticketed \$1,600.00/day or 10% of ticket sales, whichever is greater
- Single Day \$1,300.00/day
- Trade Show or Exhibit \$1,100.00/day
- Convention or Conference
 - \$800.00/day for reservations held Jan 1, 2019-Dec 31, 2020**
 - \$1,000.00/day for reservations held Jan 1, 2021-Dec 31, 2025**
 - \$1,200.00/day for reservations held Jan 1, 2026-Dec 31, 2030**
- Compassion/Funeral \$500.00/day = 8/hrs consecutive usage, \$100.00/hr thereafter
- Civic Related \$400.00/day = 8/hrs consecutive usage, \$100.00/hr thereafter
- Community Fundraising \$300.00/day = 8/hrs consecutive usage, \$100.00/hr thereafter

25% Non-Profit Discount to Seaside 501c3 Organizations

Pacific Room:

- Ticketed \$1,300.00/day or 10% of ticket sales, whichever is greater
- Single Day \$1,000.00/day
- Trade Show or Exhibit \$900.00/day
- Convention or Conference
 - \$700.00/day for reservations held Jan 1, 2019-Dec 31, 2020**
 - \$900.00/day for reservations held Jan 1, 2021-Dec 31, 2025**
 - \$1,100.00/day for reservations held Jan 1, 2026-Dec 31, 2030**
- Compassion/Funeral \$400.00/day = 8/hrs consecutive usage, \$75.00/hr thereafter
- Civic Related \$300.00/day = 8/hrs consecutive usage, \$75.00/hr thereafter
- Community Fundraising \$200.00/day = 8/hrs consecutive usage, \$75.00/hr thereafter

25% Non-Profit Discount to Seaside 501c3 Organizations

Necanicum Room:

- Ticketed \$1,100.00/day or 10% of ticket sales, whichever is greater
- Single Day \$800.00/day
- Trade Show or Exhibit \$700.00/day
- Convention or Conference

\$600.00/day for reservations held Jan 1, 2019-Dec 31, 2020

\$800.00/day for reservations held Jan 1, 2021-Dec 31, 2025

\$1,000.00/day for reservations held Jan 1, 2026-Dec 31, 2030

- Compassion/Funeral \$400.00/day = 8/hrs consecutive usage, \$50.00/hr thereafter
- Civic Related \$300.00/day = 8/hrs consecutive usage, \$50.00/hr thereafter
- Community Fundraising \$200.00/day = 8/hrs consecutive usage, \$50.00/hr thereafter

25% Non-Profit Discount to Seaside 501c3 Organizations

Riverside Rooms:

- 3 Rooms \$300.00/day
- 2 Rooms \$250.00/day
- 1 Room \$200.00/day

Seaside Rooms:

- 3 Rooms \$200.00/day
- 2 Rooms \$150.00/day
- 1 Room \$100.00/day

Sand Dollar Rooms:

- 4 Rooms \$100.00/day
- 3 Rooms \$80.00/day
- 2 Rooms \$60.00/day
- 1 Room \$40.00/day

Sunrise Room:

\$200.00/day

Sunset Room:

\$150.00/day

Seamist Room:

\$100.00/day

Proposed rental fee increase has been reviewed and approved unanimously by members of the SCCC Commission on March 14, 2019.

Previous rental fee adjustments were approved by City Council on February 1, 2015.

Upon City Council approval, new rental fees would become effective April 1, 2019.

Staff is recommending approval of this rental fee increase.