



CITY OF SEASIDE CITY COUNCIL AGENDA

Monday, June 26, 2023

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)
3. Written comments may be submitted using this [form](#), via e-mail to publiccomment@cityofseaside.us or in person at City Hall (989 Broadway, Seaside, OR).

If you are providing public comments in person or via Zoom, please keep in mind your comments will be limited to three (3) minutes. If your comments are 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.

CITY COUNCIL WORK SESSION: 5:00 PM

1. Discussion on Amendments to Rules of Procedure and Conduct Guidelines { 40 min }
Governing Council Members
2. Discussion of Current/Future Agenda Items { 10 min }

CITY COUNCIL MEETING: 6:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PROCLAMATION**
 - a) PARK AND RECREATION MONTH
6. **PUBLIC COMMENTS** Members of the public may use this time to provide comments 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 - \$384,158.32
 - b) APPROVAL OF MINUTES – June 12, 2023
 - c) RESOLUTION #4022 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AUTHORIZING INTERFUND BORROWING

9. **REPORTS AND PRESENTATIONS:**

- a) SEASIDE POLICE ANNUAL REPORT

10. **CITY OF SEASIDE BOARDS, COMMISSIONS, AND COMMITTEES:** No Items

11. **UNFINISHED BUSINESS:**

- a) ORDINANCE 2023-04 - AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 32 OF THE SEASIDE CODE OF ORDINANCES REGARDING TRANSIENT ROOM TAX (Third Reading)

- 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) REQUEST FOR WATER SERVICE OUTSIDE CITY LIMITS, 85439 HIGHWAY 101 (OWNER: STEVE AND SHARA FORD)
- b) REQUEST FOR A REFUND OF BUSINESS LICENSE FEE FOR NON-PROFIT APPLICANT NORTH COAST HOUSING SOLUTIONS (PRESIDENT: CHET MORITZ)
- c) APPROVAL: PUBLIC SAFETY UNION CONTRACT
- d) RESOLUTION #4023 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE 2022-2023 CITY OF SEASIDE BUDGET
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED
- e) RESOLUTION #4024 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE 2022-2023 ROAD DISTRICT BUDGET
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- f) PUBLIC HEARING RESOLUTION #4025 – A RESOLUTION ADOPTING AND APPROPRIATING THE 2023-2024 SEASIDE ROAD DISTRICT BUDGET
 - OPEN PUBLIC HEARING
 - CLOSE PUBLIC HEARING
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- g) RESOLUTION #4026 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, SEASIDE ROAD DISTRICT, LEVYING AND CATEGORIZING AD VALOREM TAXES FOR THE TAX YEAR 2023-2024
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- h) PUBLIC HEARING RESOLUTION #4027 – A RESOLUTION ADOPTING AND APPROPRIATING THE 2023-2024 CITY OF SEASIDE BUDGET
 - OPEN PUBLIC HEARING
 - CLOSE PUBLIC HEARING
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- i) RESOLUTION #4028 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, LEVYING AND CATEGORIZING AD VALOREM TAXES FOR THE TAX YEAR 2023-2024 AND CATEGORIZING THE 2023-2024 ASSESSMENTS ON THE PROPERTIES IN THE DOWNTOWN MAINTENANCE DISTRICT
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- j) RESOLUTION #4029 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AMENDING WATER ACCESS/DEMAND CHARGES
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS

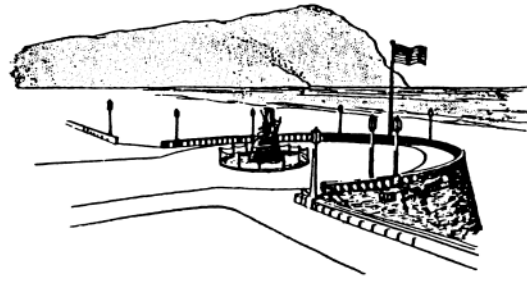
- MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
- MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED
- k) RESOLUTION #4030 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AMENDING SEWER SERVICE USER RATES
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED
- 13. **COMMENTS FROM CITY STAFF**
- 14. **COMMENTS FROM THE COUNCIL**
- 15. **RECESS INTO EXECUTIVE SESSION IN ACCORDANCE WITH ORS 192.660 (2) (e) REGARDING DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE REAL PROPERTY TRANSACTIONS**
- 16. **RECONVENE INTO REGULAR SESSION – COUNCIL ACTION IF ANY REGARDING EXECUTIVE SESSION IN ACCORDANCE WITH ORS 192.660 (2) (e) NEGOTIATE REAL PROPERTY TRANSACTIONS**
- 17. **ADJOURNMENT**

Complete copies of the Current Council meeting Agenda, Packets, and Minutes can be viewed 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
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

P R O C L A M A T I O N

Whereas, parks and recreation programs are an integral part of communities throughout this country, state and region including the City of Seaside; and

Whereas, parks and recreation promote health and wellness, improving the physical and mental health of people who live near parks; and

Whereas, parks and recreation promote time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimer's; and

Whereas, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation encourage physical activity by providing space for popular sports, hiking trails, swimming pools and many other activities designed to promote active lifestyles; and

Whereas, parks and recreation are a leading provider of healthy meals, nutrition services and education; and

Whereas, park and recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

Whereas, parks and recreation increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, the City of Seaside recognizes the benefits derived from parks and recreation resources, as well as the beneficial partnership the City has with the Sunset Empire Park and Recreation District.

NOW, THEREFORE, I, STEVE WRIGHT, Mayor of the City of Seaside, do hereby proclaim July 2023 as

PARK AND RECREATION MONTH

and encourage citizens to enjoy the tremendous parks and recreation opportunities available to us here in Seaside.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 26th day of June, 2023.

STEVE WRIGHT, MAYOR



CITY OF SEASIDE CITY COUNCIL

DRAFT MEETING MINUTES

City Hall, 989 Broadway, Seaside, OR 97138

Monday, June 12, 2023

Work Session 5:00 PM

I. Discussion of Land Acknowledgement

City Manager Kyle explained that the land acknowledgement statement was created for the City for the League of Oregon Cities Conference.

Mayor Wright read a statement from Dick Basch, regarding the homeland of Clatsop people. The City Council of the City of Seaside would acknowledge the land as belonging to the Clatsop people.

City Manager Kyle asked if the acknowledgement was for City Council or the whole community.

Councilor Montero stated the City Council needed to be cognizant of what was the purpose of the statement and how it would be used before modifying or crafting the statement. What are other cities in Oregon using for a statement. This is a statement that would be made at the City Council meetings and on any kind of communication materials the City had.

Councilor Dillard stated it made sense for the City Council to acknowledge the statement.

Councilor Frank stated the acknowledgement did not need to be read at every meeting but was good to have the statement and acknowledge them.

Councilor Morrissey stated he agreed.

Councilor Montero stated we are on the land of the Clatsop Nehalem and to have a 1 to 2 sentence statement and before adopting the acknowledgement see what other cities are doing.

Mayor Wright stated the City Council can take these ideas and discuss them further.

Councilor Montero and Councilor Horning stated they would conduct research and present acknowledgements from other cities to the City Council.

City Manager Kyle suggested bringing back a couple of options for the City Council to discuss.

City Council Meeting 6:00 PM

I. **Call to Order and Pledge of Allegiance**

II. **Roll Call**

Council Members	P/A
Steve Wright, Mayor	P
David Posalski, Council President	P
Tita Montero	P
Tom Horning	P
Randy Frank	P
Seth Morrissey	P
Steve Dillard	P

Staff Members	
Spencer Kyle, City Manager	Jeff Flory, Community Dev. Director
Jon Rahl, Assistant City Manager	Mike Dimmick, Public Works Director
Kim Jordan, City Recorder	Jennifer Reading, Library Director
Zach Fleck, Finance Director	

Visitors in Chambers (attendance sheet)	Visitors on Zoom
Rick Bowers	
Nelle Moffit	
Kathy Samsel	
Semus McVey	

III. [Approval of Agenda](#)

Motion:	So moved.			
Moved:	Morrisey			
Seconded:	Horning			
Ayes:	Wright, Frank, Horning, Dillard, Morrisey, Posalski, Montero	Nays:	Absent:	Recused:
Passed:	7/0	0	0	0

IV. [Proclamations](#)

A. [Juneteenth](#)

Mayor Wright read the Proclamation for Juneteenth.

B. [Flag Day](#)

American Legion Post member Chuck spoke on behalf of Flag Day.

Councilor Morrisey read the Proclamation for Flag Day.

V. [Public Comments \(time is limited to 3 minutes\)](#)

Rick Bower addressed the City Council regarding the Oregon housing needs.

Kathy Samsel addressed the City Council regarding the homeless at the Mill Ponds and invited the Council to a meeting at the camp.

VI. [Declaration of Potential Conflict of Interest](#)

Council Members	Y/N
Steve Wright, Mayor	N
Tom Horning	N
Randy Frank	N
Seth Morrisey	N
Steve Dillard	N
David Posalski, President	N
Tita Montero	N

VII. [Consent Agenda](#)

Motion:	Move to approve the consent agenda and payment of the bills.			
Moved:	Frank			
Seconded:	Morrisey			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays:	Absent:	Recused:
Passed:	7/0	0	0	0

VIII. [Reports and Presentations](#)

A. Seaside Library Annual Report

Library Director Reading presented the Seaside Library Annual Report.

IX. City of Seaside Boards, Commissions, and Committees

There was no City of Seaside Boards, Commissions, and Committee information to discuss.

X. Unfinished Business

There was no unfinished business to discuss.

XI. New Business

A. [Liquor License Application Full On Premises. Restaurante Ramos, LLC, 1445 S. Roosevelt Dr., \(Owner: Santos Ramos\)](#)

Restaurante Ramos Owner Santos Ramos did not attend the meeting to address the City Council regarding the liquor license application.

The City Council discussed the liquor license application and a motion was made.

Motion:	Recommend we approve the liquor license application for Restaurante Ramos.			
Moved:	Frank			
Seconded:	Dillard			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

B. [Approval: Intergovernmental Agreement \(IGA\) between the City of Seaside, and Seaside Rural Fire District.](#)

City Manager Kyle explained the City of Seaside Fire Department provides fire services to the Seaside Rural Fire District. The City of Seaside and the Seaside Rural Fire District sought an approval for an Intergovernmental Agreement for the provisions of fire services within the Rural Fire District's borders.

The City Council discussed the map and asked about the areas that were within the rural fire service.

Fire Chief Daniels explained the Rural Fire District and the areas that were serviced.

Motion:	Move to approve the IGA for Fire Services between the City of Seaside and the Seaside Rural Fire District.			
Moved:	Morrisey			
Seconded:	Posalski			
Ayes:	Wright, Horning, Dillard, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

C. [Public Hearing Resolution #4018 – A Resolution of the City of Seaside, Oregon, Declaring the City’s Election to Receive State Revenue Sharing](#)

Finance Director Fleck explained Resolution #4018 was a resolution held annually to approve the election to receive State Revenue Sharing.

Mayor Wright opened the public hearing, there were no public comments.

Motion:	Move to read Resolution 4018 by title only.			
Moved:	Frank			
Seconded:	Posalski			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

Motion:	Move to adopt Resolution 4018.			
Moved:	Frank			
Seconded:	Posalski			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

D. [Approval: Bid for Lower COHO Creek Fish Passage Project.](#)

Public Works Director Dimmick explained the COHO Creek Fish Passage Project is to replace the culvert located adjacent to Wahanna Ball fields. The existing corrugated steel culvert had significant damage. Funding for the project was being provided by grants that were received from various partner organizations. There were two bids received from Lyda Excavating, Inc. and Big River Excavating. Lyda Excavating was the low bid received in the amount of \$464,150.

The City Council discussed the project.

Motion:	Move to award the contract to Lyda Excavating, Inc., in the amount of \$464,150.			
Moved:	Morrisey			
Seconded:	Posalski			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

E. [Resolution #4019 – A Resolution of the City of Seaside, Oregon, Establishing the Seaside Fire and Rescue Service Fees.](#)

Fire Chief Daniels and Division Chief Rankin explained Resolution #4019 would approve the billing of services provided. The fee resolution is based on the fees that Medix Ambulance charges when transporting. Motor vehicle accidents and special event request were also added.

Councilor Montero asked about contracting for the billing of the services and collection of the bills.

Division Chief Rankin stated there was a billing service they would be contracting with and they also take care of the collection of the bills.

Motion:	Move to read Resolution 4019 by title only.			
Moved:	Dillard			
Seconded:	Montero			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

Motion:	Move to adopt Resolution 4019.			
Moved:	Posalski			
Seconded:	Morrisey			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

F. [Resolution #4020 – A Resolution of the City of Seaside, Oregon, Authorizing the Creation of a Fire Levy Fund](#)

Finance Director Fleck explained Resolution #4020, authorizing the creation of the Fire Levy Fund.

Motion:	Move to read Resolution 4020 by title only.			
Moved:	Posalski			
Seconded:	Frank			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

Motion:	Move to adopt Resolution 4020.			
Moved:	Posalski			
Seconded:	Frank			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

G. [Resolution #4021 – A Resolution of the City of Seaside, Oregon, Authorizing the Creation of a Tourism Activities Fund.](#)

Finance Director Fleck explained Resolution #4021, authorizing the creation of the Tourism Activities Fund.

Motion:	Move to read Resolution 4021 by title only.			
Moved:	Frank			
Seconded:	Morrisey			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

Motion:	Move to adopt Resolution 4021.			
Moved:	Frank			
Seconded:	Montero			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0

Passed:	7/0
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H. [Public Hearing Ordinance 2023-04 – An Ordinance of the City of Seaside, Oregon, Amending Chapter 32 of the Seaside Code of Ordinances Regarding Transient Room Tax](#)

City Manager Kyle explained Ordinance 2023-04 amendments relates to the creation of the Tourism Activity Funds. The City Council approves all amendments the city ordinances. The amendment to the Transient Room Tax Ordinance Chapter 32.08: The penalties and interest allow for the City of Seaside finance department to charge for attorney fees generated for the failure of remitting taxes that were imposed. The distribution of all room tax.

Mayor Wright opened the Public Hearing and there were no public comments.

City Council discussed Ordinance 2023-04 and the amendments.

Motion:	Move to read Ordinance 2023-03 by title only for first reading.			
Moved:	Frank			
Seconded:	Horning			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

Motion:	Move to have second reading by title only for Ordinance 2023-03.			
Moved:	Posalski			
Seconded:	Horning			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

I. [Approval: Comment on Changes to National Flood Insurance Program in Oregon.](#)

City Manager Kyle explained FEMA was seeking comments on the proposed changes to the National Flood Insurance Program. FEMA extended the comment period through June 26, 2023. City staff proposed the City of Seaside make a formal comment to support the previously submitted comments made by Clatsop County. The City would see significant increases in development cost and property owners with NFIP Insurance would see a significant increase in insurance rates if the FEMA plan was implemented.

The City Council discussed the ramifications of the proposed regulations.

Motion:	We are all in favor of what the counties stance is on the issue.			
Moved:	Frank			
Seconded:	Posalski			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

J. [Approval: Licensing Agreement for a Portion of 21st Avenue Adjacent to 2051 N. Roosevelt.](#)

Community Development Director Flory explained Cornet Properties LLC is seeking a license agreement to utilize the 21st Avenue right-of-way for a transitional housing project. Clatsop Community Action is developing an emergency shelter transitional housing facility at 2051 N. Roosevelt Dr. The property is accessed through a private road and across and

undeveloped public right of way (21st Avenue). The property owner, Cornet Properties LLC., needed a license agreement in order to develop a portion of the 21st Avenue right of way for access to the site.

City Manager Kyle explained the license agreement needs to be reviewed by the legal team and had not been presented to the City Council in the packet. The City is trying to accommodate the project and did not want to hold up anything.

Motion:	Move to approve the Licensing Agreement for a portion of 21 st Avenue adjacent to 2051 North Roosevelt. Amend the motion to add pending the city manager and city attorney approval.			
Moved:	Frank			
Seconded:	Dillard			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays:	Absent:	Recused:
Passed:	7/0	0	0	0

XII. Comments from City Staff and Partner Organizations

Fire Chief Daniels updated the City Council regarding going into fire season and the burning restrictions.

City Recorder Jordan reminded the City Council to check their mailboxes.

City Manager Kyle updated the City Council regarding the IPAD's for City Council. A tour of the Watershed and the plan to schedule the City Council in the future to tour the Watershed.

XIII. Comments from City Council

Councilor Morrisey had no updates.

Councilor Montero updated the City Council regarding the Library Board Meeting and the new Library Director. A group in called Love One provided food and showers to the homeless. Councilor Montero discussed a proposal to get the street car back in Seaside for the summer.

Mayor Wright directed the City Manager Kyle to have discussions to find out if the streetcar proposal was even possible.

Councilor Montero thanked Kathy Samsel for the meeting with the homeless and thanked Zach and Spencer for listening and working so well with the Budget Committee.

Councilor Dillard updated the City Council on the Community Center meeting.

Councilor Horning updated the City Council on the Parks Advisory Committee meeting and the relocation of the Community Gardens. He will be conducting a Tsunami field trip around Seaside and planned to take the City Council and department heads.

Councilor Frank updated the City Council regarding the Airport Committee.

Council President Posalski stated he had no updates.

Councilor Montero updated the City Council regarding the Sunset Empire Park and Recreation Board of Directors working on developing a strategic plan for the future of the park district and needed the public's input. .

Mayor Wright commented on the North Oregon Coast Symphony at the Bob Chisholm Community Center. There will be a naming contest for the street sweeper. The third grade classes visited the

Seaside Museum. He updated the Council on an ODOT Meeting including discussion of the flooding outside of Seaside and updates on the Broadway and Roosevelt intersection project. Mayor Wright welcomed the Ham Operators to Seaside and met with the governor who visited Clatsop County. A Strategic Blueprint presentation will be made to SDDA on June 22, 2023 and he invited the rest of the Council to attend.

- XIV. [City Council recessed into Executive Sessions at 8:10 PM in Accordance with ORS 192.660 \(2\) \(e\) Regarding Deliberations with Persons Designated to Negotiate Real Property Transactions](#)
- XV. **City Council reconvened into Regular Session at 8:43 PM – Council action if any regarding Executive Session in Accordance with ORS 192.660 (2) (e),**
- XVI. [Adjourn City Council Meeting 8:43 PM.](#)

Approved by Council on: _____

Minutes prepared by: _____
Kim Jordan, City Recorder

STEVE WRIGHT, Mayor



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: FY2024 Interfund Loan Authorization
Type of Item: Resolution

Introduction:

This resolution authorizes interfund loans which occur in the fiscal year 2023-2024 Seaside City Budget.

Background:

The Seaside City Council must authorize loans that occur between funds, as well as the terms set forth within, in the City Budget. These loans have been common in Seaside’s budget, given the scale and complexity of our operation.

Department Review:

The City Council will be authorizing the Finance Department to process two interfund loans in the fiscal year 2024 budget. Both loans will originate from the Convention Center Fund. Staff estimates that the fund balance at the beginning of the fiscal year will be \$10.85 million, and estimate that the ending fund balance (inclusive of the loans described below) will be \$10.64 million.

The first loan is for \$1,250,000 to the newly created Fire Equipment Fund (23). This will allow the fund to purchase equipment and materials at the beginning of the fund lifespan, rather than needing to wait until sufficient funds accrue in order to make purchases. Initial purchases are expected to be:

- Fire training tower,
- down payment on new apparatus, and
- personnel funding.

These funds will be loaned at an interest rate of 0%, and paid back before the ending date of the 2023 Fire Levy.

The second loan will be \$900,000 to the Water Fund, in order to fund needed repairs to the North Water Tank. The interest rate on this loan will be 0% and will be paid back in no more than 10 years.

Budget Impact:

This action will result in a transfer of \$2,150,000 from the Convention Center Fund. It will transfer \$1,250,000 to the Fire Equipment (23) Fund and \$900,000 to the Water Fund.

Requested Action:

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

“I move to read Resolution #4022 by title only.”

followed by:

“I move to adopt Resolution #4022.”

Alternatives:

The City Council could choose not to take action on one or both of the above loans. This would likely result in additional costs as the City waits until the funding is available to complete the projects.

Attachments:

1. Resolution #4022

Resolution #4022

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AUTHORIZING INTERFUND BORROWING

WHEREAS, the Seaside City Council wants to ensure legal and proper cash management of all funds; and

WHEREAS, the Seaside City Council desires to authorize interfund borrowing between the following funds if required.

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

SECTION 1. SHORT TERM INTERFUND LOANS

<u>From</u>	<u>To</u>	<u>Amount</u>
Convention Center	Fire Equipment (23)	\$1,250,000
Convention Center	Water	\$900,000

Interest. The interest rates of both of the above loans will be 0%.

Repayment. The loan to the Fire Equipment Fund will be for no more than five years. The loan to the Water Fund will be no more than ten years.

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

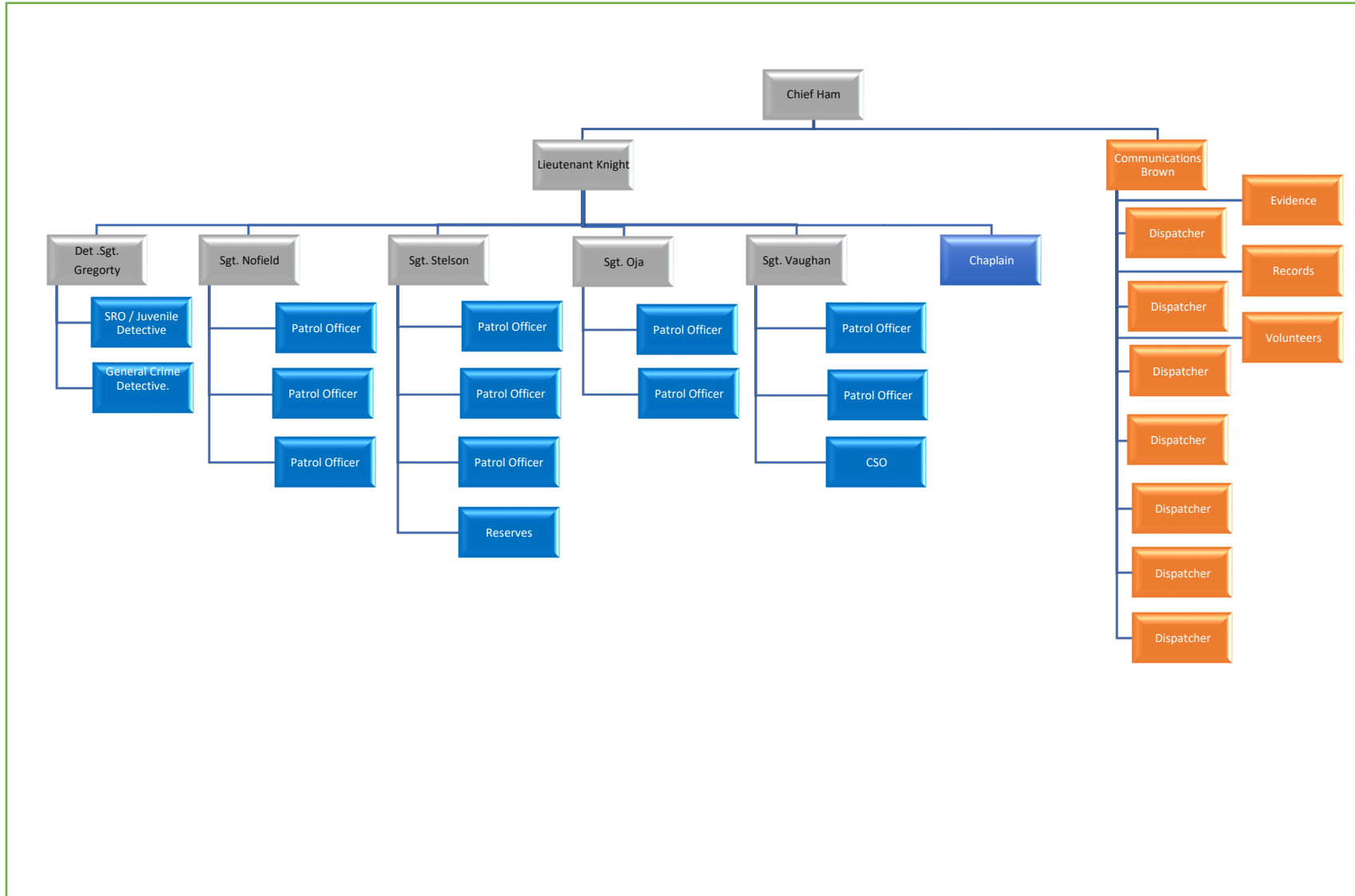
ATTEST:

Spencer Kyle, City Manager





• Police Department Organizational Chart



- 28 FTE's
- 19 police
- 8 dispatch
- 1 CSO
- 3 reserves
- 1 volunteer
- 1 Chaplain



Calls for service

	2018	2019	2020	2021	2022	5 Year % of Change
# of Calls	9267	9350	9660	9989	9914	7%
% of Change from Previous Year	N/A	1%	3%	3%	-1%	



Stats

Part 1



	2018	2019	2020	2021	2022	Difference
Homicide	1	0	0	0	0	0%
Rape	5	4	6	1	1	0%
Robbery	7	4	3	4	8	100%
Assault	138	140	139	136	131	-4%
Burglary	43	29	32	27	27	0%
Larceny	328	280	309	332	421	27%
Motor Vehicle Theft	22	21	13	13	19	46%
Arson	3	8	0	6	1	-83%
Counterfeiting / Forgery	118	100	61	64	76	19%
Embezzlement	1	1	1	2	15	650%
Stolen Property	1	1	1	1	4	300%
Vandalism	185	139	198	253	217	-14%
Weapon Law Violations	25	24	13	15	19	27%
Prostitution	0	0	0	0	2	200%
Sex Crimes	11	7	13	7	3	-57%
Drug Law	77	63	38	33	40	21%
Gambling	0	0	0	0	0	0%
Extortion	0	0	0	0	1	100%
Kidnapping	1	4	1	0	2	200%
All Other	2	1	1	0	1	100%

Part 2



	2018	2019	2020	2021	2022	Difference
Assault	20	23	37	14	19	36%
Motor Vehicle Theft	12	24	41	20	12	-40%
Counterfeiting /Forgery	0	1	0	0	0	0%
Sex Crimes	4	5	3	4	5	25%
Family Offense / Non Violent	6	4	6	2	2	0%
DUII	75	52	69	43	47	9%
Tobacco	2	4	2	2	0	-100%
Liquor Law	76	66	65	24	10	-58%
Disorderly Conduct	216	161	284	260	221	-15%
All Other	169	149	250	169	119	-30%
Curfew	3	2	1	2	4	100%
Runaway	1	3	9	1	0	-100%

Traffic Stats



	2021	2022	Increase/Decrease
Total Stops	2880	2813	-2%
Total Infractions	596	656	10%
Total Accidents Reported	217	201	-7%
Total Accidents Investigated	151	137	-9%

Use of Force 2022



2022 Use of Force												
Total Arrest	UoF	Time Frame 1800-0600	Time Frame 0600-1800	Male	Female	Alcohol / Drugs	Armed	Taser	Shown	Deployed	Wrap	Pointed Firearm
306	82	53	29	62	20	55	12	23	21	2	9	18
	27%	65%	35%	76%	24%	67%	15%	28%	26%	2%	11%	22%

Mental Health / Homeless



Homeless

- 2,227 Homeless contacts in 2022, about 22% of all calls for service.

Mental Health

- 600 Mental Health contacts in 2022, about 6% of all calls for service.



Phone Calls

911 Calls					
2018	2019	2020	2021	2022	Total
7183	7025	7414	10,527	12,058	60%
N/A	-2%	6%	42%	15%	
Admin Phone					
2018	2019	2020	2021	2022	Total
34297	31818	32496	47,423	50,652	48%
N/A	-7%	2%	46%	7%	



Fire Dispatch

	2018	2019	2020	2021	2022	Percent of Growth
Seaside	1407	1518	1497	1688	1936	34%
	N/A	8%	-1%	13%	15%	
Gearhart	441	441	443	572	655	44%
	N/A	0%	0%	29%	15%	
Cannon Beach	392	426	449	498	590	43%
	N/A	9%	5%	11%	18%	
Hamlet	94	146	107	170	143	72%
	N/A	55%	-27%	59%	-16%	
Total Calls Per Year	2334	2531	2496	2928	3324	38%
Total Percent of Growth By Year	N/A	8%	-1%	17%	14%	



Police Dispatch

	2018	2019	2020	2021	2022	Total Percent of Growth
Seaside	9317	9350	9660	9989	9914	6%
	N/A	0%	3%	3%	-1%	
Gearhart	715	975	745	989	846	31%
	N/A	36%	-24%	33%	-14%	
Cannon Beach	2414	2919	4030	4407	4505	71%
	N/A	21%	38%	9%	2%	
Total Calls Per year	12446	13244	14435	15385	15265	21%
Total Percent of Growth	N/A	6%	9%	7%	-1%	

Gone, but not forgotten, Sgt. Jason Goodding





Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: Transient Room Tax
Type of Item: Ordinance

Introduction:

Ordinance No. 2023-04 is an ordinance amending Chapter 32 of the code of ordinances directing Transient Lodging Taxes to (TLT) the newly created Tourism Activity Fund.

Background:

The City Council created the Transient Room Tax Ordinance in 1973 which collects and allocates the tax revenue received from lodging businesses in the City of Seaside. The previous amendment to the ordinance was in 2016 which changed the distribution of the transient room tax collected.

Department Review:

The City Council approves all amendments to city ordinances. The amendment to the Transient Room Tax Ordinance Chapter 32.08 amends:

1. The Penalties and interest to allow for the City of Seaside finance department to charge for attorney fees generated for the failure of remitting taxes that were imposed.
2. The distribution of all room tax. The room tax was previously distributed to city departments and the amendment will now allow the funds to be allocated to the Tourism Activity Fund and then transfer those funds based on the operational needs of the departments in accordance with state laws regulating their use.

The City Council called for a public hearing on June 12, 2023, and moved to approve Ordinance 2023-04 for first reading by title only and also approved a second reading by title only.

Budget Impact:

The State allows cities to retain 30% of TLT for use in the general fund. The new ordinance will reduce the amount disbursed to specific departments; however, those previous disbursements were often disbursed more than the tourism related departments needed for capital and operations resulting in significant fund balances. There is no net difference to the budget due to the proposed changes, only a change in allocation methodology.

Requested Action:

The Mayor will call for comments from the public. If the City Council is ready to approve the attached ordinance, a City Councilor would make the following motion:

“I move to approve Ordinance 2023-04 for the third reading by title only.”

“I move to adopt Ordinance 2023-04.”

Alternatives:

The City Council may choose not to make a third and final reading and the allocation for the Transient Room Tax collected would stay the same.

Attachments:

1. Ordinance 2023-04

ORDINANCE NO. 2023-04

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

THE CITY OF SEASIDE ORDAINS AS FOLLOWS:

SECTION 1. Amend Chapter 32 of the Seaside Code of Ordinances to read:

32.08 PENALTIES AND INTEREST

(A) *Original delinquency.* Any operator who has not been granted an extension of time for remittance of tax due, and who fails to remit any tax imposed by this subchapter prior to delinquency, shall pay 10% of the amount of the tax due in addition to the amount of the tax.

(B) *Continued delinquency.* Any operator who has not been granted an extension of time for remittance of tax due, and who failed to pay any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of 15 % of the amount of the tax due plus the amount of the tax and the 10% penalty first imposed.

(C) *Fraud.* If the Tax Administrator determines that the nonpayment of any remittance due under this subchapter is due to fraud or intent to evade the provisions thereof, a penalty of 25 % of the amount of the tax shall be added thereto in addition to the penalties stated in divisions (A) and (B) of this section.

(D) *Interest.* In addition to the penalties imposed, any operator who fails to remit any tax imposed by this subchapter shall pay interest at the rate of 1% per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(E) *Penalties merged with tax.* Every penalty imposed and such interest as accrues under the provisions of this section shall be merged with and become a part of the tax herein required to be paid.

(F) *Petition for waiver.* Any operator who fails to remit the tax herein levied within the time herein stated shall pay the penalties herein stated; provided, however, the operator may petition the tax administrator for waiver and refund of the penalty or any portion thereof; and the tax administrator may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

(G) ***Fees.*** Any operator who fails to remit taxes and penalties owed under this chapter and who has a judgement decided against them in any legal venue shall be responsible for attorneys' fees and associated costs incurred by the City of Seaside.

32.15 ADMINISTRATION.

(A) The Tax Administrator shall prioritize the distribution of the transient room tax as follows:

(1) The Tax Administrator shall assure the satisfaction of all debt requirements of the Convention Center

(2) The Tax Administrator shall distribute the transient room tax collected from vacation rentals to the General Fund.

(3) The Tax Administrator shall ~~distribute~~ **allocate** all room tax ~~(except vacation rental) as follows: to the Tourism Activity Fund, and distribute to other City funds based on the operational need of the individual funds and in compliance with State requirements.~~

~~(a) Sixteen and eight hundredths percent (16.08%) will be allocated to promote and advertise the City through the City Tourism Advisory Committee, and to operate the Seaside Visitors Bureau as designated by the City Council;~~

~~(b) Fifteen and twelve hundredths percent (15.12%) will be allocated to the Public Safety Fund for the general operation of Police, Fire, Lifeguards, and the Municipal Court (0.8% is dedicated to the Lifeguard program);~~

~~(c) Fifty six and eight tenths percent (56.80%) will be allocated to the Convention Center Fund, first for payment of outstanding debt requirements, second for maintaining, upgrading, and expansion of the Convention Center building, properties, and equipment, and finally for the general operation of the Convention Center;~~

~~(d) Four and eight hundredths percent (4.08%) will be allocated to the Convention Center Capital Improvement Fund for the maintenance, upgrading, and expansion of the Convention Center building, properties, and equipment;~~

~~(e) Two and thirty two hundredths percent (2.32%) will be allocated to the Capital Improvement & Maintenance Fund (expenditures will be made with City Council approval);~~

~~(f) Two and forty eight hundredths percent (2.48%) will be allocated to the Public Works Fund to be used for the maintenance and operation of tourist related facilities;~~

~~(g) One and ninety two hundredths percent (1.92%) will be allocated to the Prom Improvement Fund to be used for the maintenance, reconstruction, and expansion of the Prom system;~~

~~(h) One and two tenths percent (1.20%) will be allocated to the Emergency Readiness Fund to be used for emergency preparedness education and supplies for the general population (both full time and seasonal).~~

~~SECTION 2. The City of Seaside may phase in the room tax increase as required.~~

SECTION 23. The amendments in Ordinance No. 2023-04 will become effective 30 days following the final approval and adoption.

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

Meeting Date: June 26, 2023
Author: Mike Dimmick, Public Works Director
Department: Public Works Water
Subject: Water Service Outside City Limits
Type of Item: Request

Introduction:

Shara and Steve Ford, the property owners at 85439 Highway 101, have requested that the City of Seaside allow a connection to City Water at this property.

Background:

This property has an existing water meter box and water meter connection. The City Water Clerk has no record of this property having an existing water service account.

Department Review:

Public Works Director, Mike Dimmick, has reviewed the subject property and Water Master Plan. This request is in compliance with the City's plan.

Budget Impact:

Customer will be billed for all equipment, materials, and labor.

Requested Action:

If the City Council is ready to approve the request for water service outside the City limits, a Councilor would make the following motion:

"I move to recommend approval of the water service installation at 85439 Highway 101, outside the city limits for property owners Shara and Steve Ford."

Alternatives:

Property Owner would need to drill a water well.

Attachments:

1. Property Owner Request Letter
2. Map Property T6N R10W Section 3300 Tax Lot 1603

Council Meeting 6/20/23 @ 6:00pm
 CITY OF SEASIDE WATER/SEWER DEPARTMENT
 989 BROADWAY • SEASIDE, OR 97138
 503-738-5511

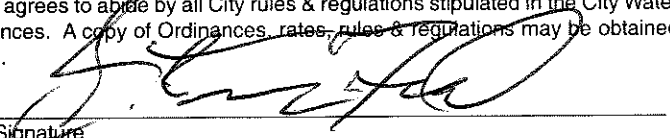
DATE OF SERVICE: _____ ACCOUNT #: _____
 PROPERTY OWNER: Shara Ford / Steve Ford.
 PROPERTY ADDRESS: 85439 Hwy 101
 MAILING ADDRESS: 85453 Hwy 101
Seaside, OR 97138
 PHONE: 503-440-0647 ^{Steve}

PLEASE READ CAREFULLY BEFORE SIGNING

The undersigned property owner requests the City to supply water and/or sewer service, if available, to the property address listed above. The property owner agrees to pay the amount billed within 15 days after billing date. If the bill is not paid within 40 days of the billing date a 10% late charge will be assessed to the account. Failure to make payments in a timely manner may cause termination of the service. A reconnect fee of \$75.00 may be charged.

Should the property owner choose to change the bill into the name of a tenant & the tenant does not pay the bill, the property owner is still responsible for any & all unpaid bills for this property. An unpaid balance on the account is considered a lien against the property.

The property owner agrees to abide by all City rules & regulations stipulated in the City Water & Sewer Code of Ordinances. A copy of Ordinances, rates, rules & regulations may be obtained upon request at City Hall.

PROPERTY OWNER: 
 Signature

SET METER	REMOVE METER	METER SERVICE		CHANGE OF NAME ONLY	CHANGE METER	SPECIAL READING	NEW TAP	
		TURN ON	TURN OFF				TURN ON	TURN OFF
METER DATA	NAME			OUR NUMBER	METER SIZE	READING	SIZE OF SERVICE	
NEW METER								
OLD METER								

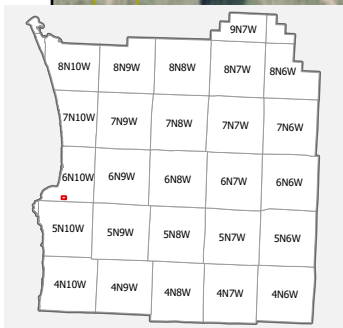
REMARKS Please sign & return this form within 10 days so that we can update our files. Thank you.

OFFICE DATA		FIELD DATA
ISSUED BY <u>WB.</u>	DATE <u>6/15/23.</u>	SERVICE TECHNICIAN

85439 Hwy 101 Water Connection Request

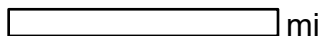


County of Clatsop, County of Clatsop, Oregon GIS Services



Clatsop County

0.1



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

6/15/2023 3:40 PM



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Kim Jordan, City Recorder
Department: City Manager’s Office
Subject: Business License Refund
Type of Item: Approval

Introduction:

The city has received the request for a refund of the business license fee of \$75.00 and a \$20.00 application fee for the nonprofit organization North Coast Housing Solutions.

Background:

The business North Coast housing Solutions, a 501 (c) (3) an Oregon nonprofit organization paid for a business license for 2023 of \$75.00 for the license fee and a \$20.00 application fee. The president Chet Moritz requested a refund for the business license payment made in December 2022.

Department Review:

North Coast Housing Solutions is located at 615 Broadway Suite 271, Seaside. The president Chet Moritz has applied and paid for a business license with the City of Seaside.

North Coast Housing Solutions is a 501 (c) (3) non-profit with the goal of developing affordable housing for the working members of the North Coast of Oregon.

The City’s current code allows for these fees to be waived. Section 110.12 states:

Distribution of License Fee Revenue (C) states: Non-profit (501(c)(3)) local business groups whose goal is to improve the economic base of the city may apply to the City Council for consideration to be included in the distribution of license fee revenue.

Chet Moritz will be attending the City Council meeting to address the City Council on the refund of the business license fees.

Budget Impact:

The City of Seaside collected the business license fee of \$75.00 and a \$20.00 application fee and would be refunding the amount of \$95.00 to the business license fees.

Requested Action:

“I move to recommend refunding \$95.00 to the North Coast Housing Solutions being a non-profit business in the City of Seaside.”

Alternatives:

The City Council, after consideration, may determine not to refund the business license fee or partially refund the business license fee to the North Coast Housing Solutions.

Attachments:

1. City of Seaside Business License Application
2. General Business Licensing Ordinance
3. North Coast Housing Solutions 501 (c) (3) Status and letter to refund business license fees.

CITY OF SEASIDE

DEC 09 2022

PAID

CITY OF SEASIDE
989 BROADWAY
SEASIDE, OREGON 97138
503-738-5511
FAX 503-738-5514

APPLICATION FOR CITY BUSINESS LICENSE

New Business Change of Ownership Change of Address Name Change

In accordance with the provision of Section 12, Ordinance #70-47, adopted December 28, 1970, the undersigned hereby makes application for a City Business License and submits the following information:

BUSINESS NAME: North Coast Housing Solutions, a 501(c)(3) Oregon nonprofit organization

OWNER NAME: Chet Moritz, President

BUSINESS ADDRESS: 615 Broadway St., Suite 271, Seaside OR 97138

MAILING ADDRESS: 615 Broadway St., Suite 271

CITY: Seaside ST: OR ZIP: 97183 BUS. PHONE: (503) 717-5570

EMAIL ADDRESS: chet@northcoasthousing.org

BUSINESS DESCRIPTION: A 501(c)(3) nonprofit dedicated to building affordable housing for working member

NUMBER OF EMPLOYEES: 0

WILL CUSTOMERS BE COMING TO YOUR HOME? No

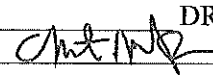
EMERGENCY CONTACT PERSON: Chet Moritz

EMERGENCY CONTACT PHONE: (503) 717-5570

APPLICANT INFORMATION

HOME ADDRESS: PO Box 84 CITY: Cannon Beach ST: OR ZIP: 97110

HOME PHONE: (425) 780-0298 DRIVERS LICENSE # WDL2S8PF75SB ST: WA

APPLICANTS SIGNATURE:  DATE: 11/20/2022

CONTRACTORS ONLY

CONTRACTORS STATE REGISTRATION # _____

NOTE: BUSINESS LICENSES ARE DUE JANUARY 1ST OF EACH YEAR. FEES LEFT UNPAID AS OF FEBRUARY 1ST ARE SUBJECT TO A PENALTY OF 50% OF THE SCHEDULED FEE.

ADMINISTRATION USE ONLY

CATEGORY: _____ APPLICATION FEE: \$20.00 LICENSE FEE: 75⁰⁰
ACCOUNT: _____ RECEIPT #: _____ TOTAL AMOUNT PAID: 95⁰⁰

ALL RESTAURANTS MUST BE INSPECTED & APPROVED BEFORE OPENING

3975



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

NORTH COAST HOUSING SOLUTIONS
C/O CHET MORITZ
615 BROADWAY ST SUITE 271
SEASIDE, OR 97138

Date:
October 11, 2022
Employer ID number:
92-0478181
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
September 26, 2022
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053677002302

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

CITY OF SEASIDE

DEC 09 2022

PAID

CITY OF SEASIDE
989 BROADWAY
SEASIDE, OREGON 97138
503-738-5511
FAX 503-738-5514

APPLICATION FOR CITY BUSINESS LICENSE

New Business Change of Ownership _____ Change of Address _____ Name Change _____

In accordance with the provision of Section 12, Ordinance #70-47, adopted December 28, 1970, the undersigned hereby makes application for a City Business License and submits the following information:

BUSINESS NAME: North Coast Housing Solutions, a 501(c)(3) Oregon nonprofit organization

OWNER NAME: Chet Moritz, President

BUSINESS ADDRESS: 615 Broadway St., Suite 271, Seaside OR 97138

MAILING ADDRESS: 615 Broadway St., Suite 271

CITY: Seaside ST: OR ZIP: 97183 BUS. PHONE: (503) 717-5570

EMAIL ADDRESS: chet@northcoasthousing.org

BUSINESS DESCRIPTION: A 501(c)(3) nonprofit dedicated to building affordable housing for working member

NUMBER OF EMPLOYEES: 0

BRING TO YOUR HOME? No

CITY OF SEASIDE, OR
989 BROADWAY
SEASIDE, OR 97138
503-738-5511

PERSON: Chet Moritz
PHONE: (503) 717-5570

PAYMENT

APPLICANT INFORMATION

Ref #: 1883386
Customer ID:

Acc #: *****4125

Payment Amount: \$95.00

CITY: Cannon Beach ST: OR ZIP: 97110
8 DRIVERS LICENSE # WDL2S8PF75SB ST: WA
Chet Moritz DATE: 11/20/2022

CONTRACTORS ONLY

Time: 08:50:02 Date: 12/09/2022
Confirmation #: 08721170

REGISTRATION # _____

I agree to Pay total amount according to card issuer agreement

FEE DUE JANUARY 1ST OF EACH YEAR. FEES LEFT UNPAID AS OF FEBRUARY SUBJECT TO A PENALTY OF 50% OF THE SCHEDULED FEE.

X _____

ADMINISTRATION USE ONLY

Customer Copy

Thank-You!

APPLICATION FEE: \$20.00 LICENSE FEE: 75.00
RECEIPT #: _____ TOTAL AMOUNT PAID: 95.00

ALL RESTAURANTS MUST BE INSPECTED & APPROVED BEFORE OPENING

3975

COPY



March 24, 2023

Kimberley Jordan
City Recorder
City of Seaside
989 Broadway St,
Seaside,
OR 97138

Re: Non-profit request for waiver of business license fee

Dear Ms. Jordan,

I am writing to kindly request a waiver of the \$75 Seaside business license fee for our newly-formed non-profit, North Coast Housing Solutions.

North Coast Housing Solutions is a 501(c)3 non-profit whose goal is to develop affordable housing for the working members of the North Coast of Oregon. We are eager to partner with local cities and counties to help fill the urgent need for low-income and workforce housing in our region.

As a new non-profit, we have a very small operating budget as we actively apply for state, federal and foundation grants to support our work. Any cost savings in licensing fees will allow us to devote more resources toward our mission of housing working members of our community.

Please let me know if I can provide any more information about our work or this request prior to appearing before the Seaside City Council to complete this process.

Sincerely,

A handwritten signature in blue ink that reads "Chet Moritz".

Chet Moritz

Board President
North Coast Housing Solutions
615 Broadway Suite #271
Seaside, OR 97138
Phone: (503) 717-5570
Email: Chet@NorthCoastHousing.org
Web: www.NorthCoastHousing.org

§ 110.08 APPLICATION FOR LICENSE.

On or before January 1 of each and every license year, as herein provided, after the passage of this chapter, every person, as herein defined, engaged in business, as defined herein, in the city, which businesses are in this chapter scheduled and designated, shall make application to the Council upon suitable blanks furnished by the city for a license to carry on his business for the license year; and at the time of filing same, shall make payment of the license fee herein required. The application shall be filed with the Auditor for use of the Council and city officials.

(Ord. 70-47, passed 12-28-70; Am. Ord. 94-02, passed 1-24-94; Am. Ord. 97-15, passed 6-23-97)

§ 110.09 QUESTIONS BETWEEN LICENSEE AND AUDITOR TO BE REFERRED TO COUNCIL.

If a question arises between the applicant for a license and the Auditor as to classification, fee, or other question, the same shall be referred to the Council for its determination.

(Ord. 70-47, passed 12-28-70; Am. Ord. 97-15, passed 6-23-97)

§ 110.10 INCREASE OR DECREASE IN FEES; RECLASSIFICATION OF BUSINESSES.

Nothing herein contained shall be taken or construed as vesting any right in any licensee as a contract obligation on the part of the city as to the amount or character of license hereunder. The license fee may be increased or decreased in any or all instances at any time by the city. Any trade, business, profession, or occupation herein scheduled may be reclassified or subclassified at any time. All license fees herein levied shall be due and payable in advance. Before an amendment is made to this chapter changing the amount of the license fee or fees, notice thereof shall be published in the city official newspaper at least once a week for two weeks, and the public shall be given an opportunity to be heard before the proposed amendment is adopted.

(Ord. 70-47, passed 12-28-70)

§ 110.11 SCHEDULE OF LICENSE FEES.

General business license fees for the city shall be divided into six categories as follows:

1. General
2. Lodging
3. Foodservice, Restaurant, Lounge, Tavern, Bar
4. Vending and Distributing
5. Arcades
6. Sole Proprietorship

(A) General.

(1) Definition: Retail, Services, Amusement, Entertainment, Professional, Contractors, Transient Business License.

(2) Schedule of License Fees:

Number of Employees	Fee
0 - 1	\$ 75
2 - 3	100
4 - 6	150
7 - 11	250
12 - 20	500
21 - 40	800
41 plus	1,200

Number of employees is determined by dividing the total hours worked for a one-year period by 2080. Hours worked by temporary or leased employees are included. Owners actively working in the business and salaried employees are considered to work 2080 hours during the one-year period.

(F) *Sole Proprietorship* operating on a part time basis at home with no employees.

Fee \$30

(G) *Businesses not otherwise classified.* Any person operating any trade, shop, business, profession, or calling of a business nature in the city, not otherwise classified herein or not licensed under any other ordinance of the city, shall pay as set out hereinabove a license fee as determined by the Council.

(Ord. 70-47, passed 12-28-70; Am. Ord. 87-29, passed 12-29-87; Am. Ord. 92-06, passed 2-10-92; Am. Ord. 97-15, passed 6-23-97; Am. Ord. 2000-04, passed 8-14-00; Am. Ord. 2019-06, passed 10-29-19)

§ 110.12 DISTRIBUTION OF LICENSE FEE REVENUE.

The City Finance Director is hereby authorized to receive such license fees and shall distribute the license fee revenue as follows.

(A) In a fiscal year:

(1) The first \$100,000 collected is designated for the city.

(2) Sixty percent of any money collected over the first \$100,000, up to a maximum of \$165,000, is designated for the Seaside Chamber of Commerce. At no time shall the Chamber of Commerce receive more than \$39,000.

(3) Forty percent of any money collected over the first \$100,000, up to a maximum of \$165,000, is designated for the Seaside Downtown Development Association. At no time shall the S.D.D.A. receive more than \$26,000.

(4) Any money collected in excess of \$165,000 is designated for capital improvements in the Convention Center Capital Improvement Fund.

(B) License fee revenue distribution will be reviewed by the City Council after the first year, and then every five years, of if revenue exceeds \$175,000, whichever comes first.

(C) Non-profit (501(c)(3)) local business groups whose goal is to improve the economic base of the city may apply to the City Council for consideration to be included in the distribution of license fee revenue.

(D) All funds distributed from the business license fee revenue to any other eligible organization must be accounted for by filing with the city an annual budget and quarterly expenditure reports.

(Ord. 70-47, passed 12-28-70; Am. Ord. 92-06, passed 2-10-92; Am. Ord. 96-23, passed 6-10-96; Am. Ord. 97-15, passed 6-23-97; Am. Ord. 97-21, passed 11-10-97; Am. Ord. 2000-04, passed 8-14-00; Am. Ord. 2005-04, passed 6-27-05; Am. Ord. 2009-07, passed 10-26-09)

§ 110.13 VIOLATIONS.

(A) It shall be unlawful for any person to wilfully make any false or misleading statement to the Auditor in his application for the purpose of determining the amount of any license fee herein provided to be paid by any such person, or to fail or refuse to comply with any of the provisions of this ordinance to be complied with or observed by such person, or to fail or refuse to pay before the same shall be delinquent any license fee or penalty hereby required to be paid by any such person.

(B) In the event any person hereby required to pay a license fee shall fail or neglect to pay the business licence fee within 60 days of the due date, the fee shall be considered delinquent and a penalty of 50% of the scheduled fee will be assessed.



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Jon Rahl, Assistant City Manager / HR Director
Department: City Manager's Office
Subject: Public Safety Contract
Type of Item: Approval

Introduction:

The City of Seaside is requesting the approval of a new Public Safety Association contract.

Background:

The City of Seaside has two collective bargaining agreements with its employee base. The Seaside Public Safety Association (SPSA), currently representing 23 employees between police patrol (12), police dispatch (7), and fire (4), expires on June 30, 2023. The Seaside Employees' Association (SEA) represents an additional 42 employees with an expiration date of June 30, 2024.

The current four-year contract was bargained in 2019 and implemented on July 1, 2019. Critical elements of that contract included an across-the-board 5% wage increase in the contract's first year. Subsequent wage increases were based on the CPI-U, West-Class B/C Index, with a minimum of two (2) percent and maximum of four (4) percent, were implemented at 2.8% (2020), 2% (2021) and 4% (2022). Other changes in 2019 included a one (1) percent retention incentive for those attaining 15 years of service and an increase to premiums (from 5-10%) paid for those working as detectives and school resource officers. In 2019, the SPSA moved from a High-Deductible Health Plan (HDHP) to a traditional co-play plan. That was instituted in 2020 and runs through the end of 2023 (based on pre-set insurance contracts that run on calendar years).

Department Review:

The City and SPSA started conversations about a new contract in December 2022 and held seven sessions to discuss the parameters of a new contract. The Chief of Police and Fire Chief were briefed separately on the ongoing conversations though not included in bargaining sessions. Attorneys were utilized to consult with and for the final review of the new three-year contract.

Significant changes of note for the new three-year contract include the following:

- Fixed cost of living adjustment of 9% for the fiscal year beginning July 1, 2023.
- Fixed cost of living adjustment of 2% for the fiscal year beginning July 1, 2024.
- Fixed cost of living adjustment of 2% for the fiscal year beginning July 1, 2025.
- Return to a High Deductible Health Plan (HDHP) with a Health Savings Account for all public safety bargaining unit members. This will be in effect for the 2024, 2025, and 2026 calendar years – as per insurance contracts that run on a calendar year schedule.
- Additional retention incentive for all members attaining seven (7) years of service. This incentive is not retroactive but means that incentives at 10, 15, 20, 25, and 30 will increase total incentive pay depending on the current tenure of employees.
- Boot incentive that allows members to purchase foot protection at their discretion (up to \$200* per year). **Previous contract allowed for \$350 every two years.*

- Commitment to add a lead dispatch position. This has a salary impact but will not add personnel to the staffing model.
- For firefighters, we've also agreed to add one hour of OT pays for staff that agrees to be on-call during the overnight hours. This increases from one hour in previous contracts.

The administrative bargaining team (including City Manager Spencer Kyle, Assistant City Manager Jon Rahl, and Finance Director Zach Fleck) conducted a very transparent and participatory process with the SPSA bargaining team throughout the process. This included providing the SPSA with an Excel spreadsheet tool that they could use to see the budget impacts of all possible requests. With a not-to-exceed amount provided to them, the administrative team allowed the SPSA to analyze and provide feedback on what they believed would represent the ideal scenarios for the entire bargaining unit.

With the exception of the Assistant City Manager, the administrative and SPSA bargaining team were brand new to this process. Civil dialogue was held throughout the process, and we'd like to commend the bargaining team for working so diligently to agree in the budgeting meeting window.

Budget Impact:

The COLA increase for year one of the contract has the most significant budget impact, raising salaries cumulatively by \$192,992. We estimate the additional hour of OT pay for firefighters on call to be \$31,283 for the new fiscal year, while the retention incentive (\$11,886), lead dispatch pay (\$8,741), and boot allowance (\$6,800) bring the cumulative impact for the new fiscal year to \$251,702. Future-year costs through the end of the contract (through FY 2026) are estimated at \$176,763.

All costs have been budgeted for in the FY 2023-24 budget on the agenda for adoption.

Alternatives:

There is no alternative option being presented. Both administration and the SPSA team have agreed, based on the budget parameters provided – along with the guidance from the budget committee that was concurrently taking place. The administration team has also consulted with the fire and police chief and feels confident in the direction of the new contract. Any recommendations to explore an alternative course would extend negotiations into the new fiscal year and require additional meetings and financial considerations. Attorneys on both sides (for the city and the SPSA) have reviewed the contracts and found them legally sound.

Requested Action:

If a Councilor is ready to make a motion, they would state:

“I move to approve and adopt the attached Seaside Public Safety Association contract for a period of three years, beginning on July 1, 2023 and running through June 30, 2026.

Attachments:

1. SPSA / COS 2023-2026 Contract

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF SEASIDE

and

SEASIDE PUBLIC SAFETY ASSOCIATION

July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

PREAMBLE6

ARTICLE 1 - BARGAINING UNIT AND RECOGNITION6

1.2 Employees Defined.6

1.3 Recognition.6

1.4 Reserves.7

ARTICLE 2 - NONDISCRIMINATION, ASSOCIATION MEMBERSHIP AND CHECKOFF7

2.2 Association Membership.....7

ARTICLE 3 - HOURS AND OVERTIME10

ARTICLE 4 - HOLIDAYS15

4.1 Holidays.15

(a) The following days shall be recognized and observed as paid holidays:.....15

4.2 Holiday Pay.....16

4.3 Holiday During Leave.....16

4.4 Holiday Work.....16

4.5 Employee Birthday Holiday.....17

ARTICLE 5 - SICK LEAVE.....17

5.1 Accrual.17

5.2 Bereavement Leave.....18

5.3 Residential Treatment.19

5.4 Termination of Employment.19

5.5 Out of Town Health Care.19

ARTICLE 6 – VACATIONS.....20

6.1 Amount of Vacation and Eligibility Requirements.....20

6.2 Vacation Scheduling.20

6.3	Termination of Employment.	21
6.4	Maximum Accumulation.	21
6.5	Restrictions on Vacation.	22
6.6	Call-Backs from Vacation.	22
6.7	Vacation Incentive.	22
ARTICLE 7 - LEAVE OF ABSENCE		22
7.1	Leave of Absence.	22
7.2	Jury Duty.	23
7.3	Family and Parental Leave.	23
7.4	Military Leave With Pay.	23
ARTICLE 8 - HEALTH AND WELFARE		23
8.2	Life Insurance.	25
8.3	Workers' Compensation.	25
8.4	Continuation of Benefits.	25
8.5	Physical Exams.	26
8.6	Impact Bargaining.	26
8.7	Pre-tax Payroll Deduction.	26
8.8	Open Enrollment.	26
8.9	Health Savings Account (HSA).	26
ARTICLE 9 - COMPENSATION		27
9.1	General.	27
9.2	Pay Periods.	28
9.3	Call Back Time.	28
9.4	Travel Times.	29
9.5	Personal Automobile.	29

9.6	Court Time.	29
9.7	Shift Differential. (This Article 9.7 is NOT applicable to Seaside Fire & Rescue).	29
9.8	Wage Schedule Movement.	29
9.9	DPSST Incentive. (This Article 9.9 is NOT applicable to Seaside Fire & Rescue)	30
ARTICLE 10 - DISCIPLINE AND DISCHARGE		30
10.2	Due Process.	31
10.3	Avoidance of Embarrassment.	31
10.4	Association Representation in Interview and Discipline Process.	31
10.5	General Procedures.	31
ARTICLE 11 - SETTLEMENT OF DISPUTES		33
11.2	Time Limits.	35
ARTICLE 12 - SENIORITY		35
12.1	Definition.	35
12.2	Use of Seniority.....	36
12.3	Probation and Seniority Accrual - New Hires.....	36
12.4	Probation Upon Promotion.	36
12.5	Seniority Lists.	36
12.6	Reinstatement Following Resignation.	36
12.7	Layoff Procedure.....	37
12.8	Recall Procedure.	37
ARTICLE 13 - STRIKES AND LOCKOUTS		37
ARTICLE 14 - GENERAL PROVISIONS		37
14.2	Uniforms and Protective Clothing.	37
14.3	Health and Safety.	38
14.4	Safety Officer. (This Article 14.4 is NOT applicable to Seaside Fire & Rescue) ...	39

14.5	Training Officers. (This Article 14.5 is NOT applicable to Seaside Fire & Rescue)	39
14.6	Investigator Premium. (This Article 14.6 is NOT applicable to Seaside Fire & Rescue)	39
14.7	Corporal / Fire Lieutenant.....	39
14.8	School Resource Officer. (This Article 14.8 is NOT applicable to Seaside Fire & Rescue)	40
14.9	Casual Day. (This Article 14.9 is NOT applicable to Seaside Fire & Rescue).....	40
14.10	Firearms Training. (This Article 14.10 is NOT applicable to Seaside Fire & Rescue)	40
14.11	Lead Communications Specialist. (This Article 14.11 is NOT applicable to Seaside Fire & Rescue).....	40
14.12	Evidence Officer. (This Article 14.12 is NOT applicable to Seaside Fire & Rescue)	40
ARTICLE 15 - EDUCATION INCENTIVE PROGRAM		41
15.2	Notification of Intention to Attend School.....	41
ARTICLE 16 - RETIREMENT PLAN		41
16.2	Retiree Insurance.....	42
ARTICLE 17 - SAVINGS CLAUSE		42
ARTICLE 18 - MANAGEMENT RIGHTS.....		42
ARTICLE 19 - PERSONNEL FILE.....		43
19.2	Employee Responses.....	43
19.3	Records Retention.	43
19.4	Employee Right to Read and Duty to Sign.	44
ARTICLE 20 - LEGAL DEFENSE FUND		44
ARTICLE 21 - TERM AND TERMINATION		45

PREAMBLE

This AGREEMENT is entered into by the CITY OF SEASIDE, hereinafter referred to as the "City" and SEASIDE PUBLIC SAFETY ASSOCIATION, hereinafter referred to as the "Association." Unless indicated otherwise, references to "employee" shall mean bargaining unit members.

This document represents the full Agreement between the City and the Association. The purpose of the Agreement is to set forth those matters pertaining to rates of pay, hours of work and conditions of employment.

The parties agree as follows:

ARTICLE 1 - BARGAINING UNIT AND RECOGNITION

1.1 The Bargaining Unit.

The bargaining unit shall consist of all regular full-time employees and regular part-time employees of the Seaside Police Department and Seaside Fire & Rescue, excluding temporary, seasonal, supervisory and confidential employees, and excluding volunteers and part-time employees in the Fire Service.

1.2 Employees Defined.

(a) Regular Full-time Employee. A regular full-time employee is one who is hired to work at least forty (40) hours a week.

(b) Regular Part-time Employee. A regular part-time employee is one who is hired to work less than forty (40) hours a week.

(c) Temporary Employee. A temporary employee is one who is hired for one hundred eighty (180) consecutive calendar days or less.

(d) Seasonal Employee. A seasonal employee is one who is hired for one hundred eighty (180) consecutive calendar days or less during the months of May through September. No employee may be employed to work in an Association-represented classification more than once in any twelve (12)-month period.

1.3 Recognition.

The City recognizes the Association as the sole and exclusive collective bargaining unit for the purpose of negotiations with respect to wages, hours and other conditions of employment for such employees.

1.4 Reserves.

(a) Association Membership. Police Reserve Officers are volunteers and their membership in the Association is an "associational matter" left to freedom of choice. The City will honor and abide by that freedom of choice.

(b) Use of Deadly Force. For use of deadly force situations the process and procedural terms of Article 10 related to Discipline and Discharge shall apply to Police Reserves except Police Reserves will not have just cause protection, and they shall be at-will volunteers who are not entitled to recourse under the Grievance Articles.

(c) Role and Duties of Reserves. Any change to the Police Reserve program that affects compensation, benefits or expansion of current duties and assignments as set forth in SPD General Order 16.4.1 must be bargained with the Association.

(d) Effect of Labor Agreement. No terms of the labor agreement apply to the Police Reserves except those specifically listed in this Agreement. Article 22 related to Legal Fees applies to Reserves.

(e) Appointment to Regular Employment. A change in status from "reserve" police officer to "regular employee" will occur only based on an application and hiring process, in accordance with City personnel practices, and is not a promotion or transfer. Reserves shall be permitted to apply for any in-house City recruitment like a regular City employee.

ARTICLE 2 - NONDISCRIMINATION, ASSOCIATION MEMBERSHIP AND CHECKOFF

2.1 Nondiscrimination.

The City and the Association shall not discriminate against any employee or applicant for employment based upon such person's age, race, religion, color, sex, national origin, marital status or political affiliation.

2.2 Association Membership.

(a) **Apolitical Member Choice.** Employees who do not select Association membership may choose to contribute a monthly Apolitical member amount, as determined by the Association, through payroll deduction. Apolitical contributions are subject to applicable law. Such Apolitical member payments shall be in the same amounts as provided for regular Association dues and assessments or the amount allowed by law, whichever is less. This employee choice shall be referred to as the "Apolitical Member agreement," and the City shall deduct from the first paycheck of each employee each month the Apolitical member payments in lieu of dues and shall remit the same to the Association within ten (10) days after the deduction is made.

(b) "Apolitical" member deduction payments shall be made each succeeding payroll period for the life of this Agreement.

(c) Dues deduction payments and Apolitical member deduction payments shall be transmitted by the City to the Association. Every reasonable effort will be made to issue such payments to the electronic funds transfer (EFT) financial account of the Association. The Association’s EFT account information will be provided to the City on an as-need basis.

(d) POLICE NONMEMBERS. An employee of the police department in a bargaining unit classification who chooses not to be a member will be considered a nonmember of the Association and a member of the “bargaining unit”.

(e) Nonmembers may join or rejoin the Association only under the following conditions:

1. They shall not be the subject of a current internal investigation, critical incident or criminal investigation.

2. There shall be a thirty (30) calendar day waiting period before they become a member.

3. They shall pay dues to the association for the six (6) months prior to the effective date of joining/re-joining the Association subject to credit on account of dues paid to the Association during that period.

4. They shall execute and authorize dues deduction payroll forms with the City and provide a copy of the form to the City and the Association.

5. The time window for a nonmember to join or rejoin the Association will be January 1 to January 31 of each calendar year. Based upon special circumstances and a written request by a nonmember, on a case-by-case basis the Executive Board of the Association may vote to allow a nonmember to join or rejoin the Association at other times.

2.3 Indemnity.

The Association shall indemnify and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's compliance with and/or enforcement of the provisions of this Article or as a result of any check-off; and the Association shall defend such claims at the request of and upon demand of the City.

2.4 Check-Off.

For employees who certify, in writing on forms acceptable to the City, that they authorize such deductions, the City shall deduct from the first paycheck each month the Association's uniformly determined initiation fees and dues in the amount fixed by the Association and noticed to the City in writing periodically, and shall remit such payments promptly to the authorized Association officer. The City shall not be responsible for dues check-off and related payrolls errors and the parties commit their efforts and cooperation to making appropriate corrections and adjustments.

2.5 Association Visits.

Pursuant to ORS and the PECBA, authorized agents of the Association shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. When practical, such Association Agent shall advise the City of his presence and his intended visit upon arrival at the City's establishment when he first enters the premises.

2.6 Bulletin Board.

The City agrees to furnish and maintain suitable bulletin board space in convenient places in each work area to be used by the Association. The Association shall limit matters posted to factual matters, notices, and bulletins concerning routine Association matters. Bulletin boards shall not be used for defamatory subjects.

2.7 Association Business.

Association officers selected to serve as authorized representatives shall be certified in writing to the City. When authorized in advance, an authorized representative will be granted time off without loss of pay for the purpose of meeting with the City within the scope of representation.

2.8 Attendance at Bargaining.

No more than three (3) on-duty Association Members shall be permitted to attend negotiating sessions with the City without loss of pay relative to securing Agreement renewal. Attendance shall be subject to call. When practical, notice shall be given to the City at least two (2) days in advance of the anticipated absence or as soon as practical. The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties.

2.9 Assessment of Representation Costs to Nonmembers.

If the Association represents a bargaining unit member who does not pay dues and is not a member of the Association, and the Association has entered into an agreement obligating the employee to timely pay the Association costs and service fees associated with such representation, the Association may use the legal process to garnish the wages of any non-Association represented employee, or if the employee and the Association agree to terms of payment by payroll deduction, the City will cooperate by executing the terms of that agreement in lieu of legal process.

2.10 Change in Personnel.

The City agrees to furnish the Association, upon request, a listing of all new employees hired and of all employees terminated during the preceding six (6) months. Such listing shall contain the names of employees; along with their job classifications, work locations, home addresses, phone numbers, email addresses and dates of employment.

2.11 Representatives.

The City agrees that accredited representatives of the Association shall have access to the premises of the City to conduct Association business. Such Association business shall not interfere with the normal operation of the department.

2.12 Residency Requirement.

(a) Effective July 1, 2010, in order that public safety employees certified by DPSST who work for the Police Department can be called responsive to the Seaside community in emergency situations, employees shall live within thirty (30) miles of the City of Seaside Police Department Patrol District boundaries. All Seaside Fire personnel must live in between milepost four (4) on Highway 26 and as far north as Cullaby Lake. (Please reference Exhibit B for a map of approved areas)

(b) Subsection (a) of this Article shall not apply to any employee employed prior to July 1, 2010.

(c) Employees hired on or after July 1, 2010, into classifications certified by DPSST shall not have to comply with subsection 2.8(a) above for the first six (6) months of their employment or until released from their FTEP program (solo status), whichever comes last.

(d) The Chief may grant exception and/or exemption to the provisions of this Article 2.8 for documented personal hardship and/or health care related reasons. A copy of any exemption/exception granted by the Chief will be provided to the Association President or designee. Once an exemption/exception has been granted the employee receiving the exemption/exception will be grandfathered from the application of Article 2.8 for so long as the basis for the exemption continues to exist.

ARTICLE 3 - HOURS AND OVERTIME

3.1 Work Schedule and Work Week.

All Seaside Police employees shall have a work week that shall consist of seven (7) consecutive days, and all employees shall have a work schedule of five (5) consecutive eight (8) consecutive hour days with two (2) consecutive days off, or four (4) consecutive ten (10) consecutive hour days with three (3) consecutive days off. Twelve (12)-hour shifts, adopted with an August 2017 MOA are outlined in Appendix B. Normal work schedules, showing the employee's regular work shifts, regular work days, reporting locations, and regular starting and quitting times, shall be posted on all department bulletin boards at all times. Starting times may be staggered for individual employees or groups of employees.

SF&R's work schedule shall consist of four (4) ten (10)-hour days or five (5) eight (8)-hour days over a seven (7) day period that are mutually agreed upon. As operations of the Fire Department continue to expand (with the likely inclusion of ambulance service being one potential change), schedules could evolve to twelve (12) or twenty-four (24)-hour shifts similar to that of the Police Department where A/B schedules are utilized. At the time of bargaining, staffing is still

being expanded. If twelve-hour shifts are agreed upon, it is understood that the fire department will adopt A/B shifts for operational periods that are identical to those of the police department.

(a) Changes of the regularly scheduled shift.

(1) Except for hold-over or call-back situations (governed by Article 9.3) and this Article 3 relating to overtime, any change to the regularly scheduled shift (bid shift or assigned shift) are to occur with at least seven (7) calendar days' written notice to the affected employee, except in emergency situations. Employees will be required to report, when directed, during emergency situations.

(2) Whenever foreseen changes to the regularly scheduled shift (bid shift or assigned shift) relate to an annual community event or scheduled/planned community event, the City will provide at least two (2) weeks' notice to the affected employees.

(b) Workday.

The workday shall consist of a twenty-four (24)-hour period. The first workday shall commence at the start of an employee's regularly scheduled work week.

(c) An employee subject to the seven (7) calendar-day notice provision in subsection 3.1(a) above may voluntarily elect, in writing, to waive the seven (7) calendar-day notice. The written voluntary waiver election by an employee will allow the employee to choose to alter their regular work shift start times and/or regular work shift stop times during the employee's regular work week and will allow the employee to choose to alter their regularly scheduled days off during the employee's regular work week. A written voluntary waiver election may only be used by an employee once in any consecutive eight (8) work weeks.

(d) Failure to comply with the notice requirements set forth in subsection 3.1(a) above, shall result in the affected employee receiving pay at the rate of one and one-half (1½) times the employee's regular rate of pay for the hours worked by the affected employee before or after the employee's regular start times and/or regular stop times, in the employees' regular work schedule, not to exceed forty (40) hours at the premium rate of one and one half (1½).

(e) The City shall provide a copy of any subsection 3.1(c) waiver to the Association President or designee at the time the City accepts the subsection 3.1(c) waiver.

3.2 Overtime.

Employees covered by this Agreement shall be compensated at one and one-half (1½) times their regular straight-time hourly rate for work under the following conditions, but in no event shall compensation be paid twice for the same hours worked:

(a) All authorized work performed in excess of eight (8) hours on any work day, or, for employees on a 4/10 schedule, in excess of ten (10) hours on any work day, or for employees on the twelve (12)-hour day schedule (see Appendix B for complete details);

(b) All authorized work performed in excess of forty (40) hours in any work week;

(c) All work performed before or after any scheduled work shift;

(d) Employees assigned to a 4/ 10 workweek shall be compensated at one and one-half (1½) times the employee's regular pay rate for all work on the employee's fifth (5th), sixth (6th) and seventh (7th) consecutive day of work. Employees assigned to a 5/8 workweek shall be compensated at one and one-half (1½) times the employee's regular pay rate for all hours worked on the employee's sixth (6th) and seventh (7th) consecutive day of work. This provision shall not apply to employees who voluntarily choose to change their regular work schedule at the employee's request.

(e) For Fire Personnel, there will be a minimum of one (1)-hour of overtime paid for all call response outside of normally scheduled hours. There will be a three (3)-hour minimum paid if employee is called in by the Fire Chief. State and federally-funded overtime payments and reimbursements are not included in this article and should be referred to in Article 14.14 – State Conflagration Overtime and Overhead Callouts.

(f) For Fire Personnel, the Fire Officer Duty will receive two (2) hours of overtime for being on duty between the hours of 2000-0800. Fire Officer will have a staff vehicle that can be taken home and utilized for personal use during these hours. On-call overtime shifts will be scheduled a minimum of two weeks ahead of the scheduled work shifts. This is designed to help ensure admin and career staff are able to develop better work/life balance, to ensure predictability in staffing and for better efficiency of operations within the fire department.

3.3 Shift Trades.

Employees within the Police Department and Fire Department may trade shifts, with written notice to the Chief of Police, Fire Chief or designee(s), as long as such trades do not affect the operational needs of the department. Shift trades will not be unreasonably denied, provided the operational needs of the relevant Department are adequately maintained. Operational needs may preclude a trade under circumstances which include, for example, a FTO while serving in that capacity, and employees while on probation or serving in a special assignment. The City may make exceptions case-by-case and such accommodations shall not be precedent setting.

The City shall not record hours worked on a trade in the time to payroll records of the City; both employees' records of hours of work shall be maintained as if each employee worked the regular hours assigned and shall be paid accordingly. In the event an employee who trades and works a shift for another employee in a holdover or call back situation, thereby working contractual overtime, such

overtime, call back or other appropriate compensation shall be paid to the employee who actually works the hours and shall not be reciprocated as part of the trade agreement. Each employee involved in a shift trade is responsible for maintaining and being able to produce a record of shift trades (the SPD or SFD shift trade forms) they have participated in during any given six (6) month shift rotation. The City shall bear no responsibility for shift trades not reciprocated (paid back).

3.4 Shift Bids.

Employees shall select shifts by seniority and shall not be subject to a rotating schedule. Notwithstanding the above requirement, the City may assign employees to shifts without regard to seniority in order to meet operational needs.

3.5 Rest Periods.

Work schedules shall provide for a fifteen (15)-minute rest period (with coffee provided) during each half shift. Rest periods shall be taken at the direction of the person in charge of each department. Rest periods shall not interfere or be detrimental to public safety. To the extent consistent with operating requirements; employees who, at the request of the City, work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before starting on the next shift in addition to the regular rest periods occurring during the shift.

(a) The City shall allow employees working in the Police Department periods to smoke in an outside covered smoking area during regular break periods.

(b) The parties recognize that as a business necessity the City provides rest periods for dispatchers' subject to the reasonable operating needs of the City. The actions of employees who cover the dispatch and 911 consoles for dispatchers, who are not trained and certified in the operation of the dispatch and 911 consoles in accordance with DPSST rules and regulations, will not be the responsibility of the resting dispatcher.

3.6 Meal Periods.

Employees shall be granted a one-half (1/2) hour compensated meal period during each work shift. To the extent consistent with operating requirements of the department, meal periods shall be scheduled at or about the middle of the work shift. The City shall furnish a meal to any employee who, at the City's request, works three (3) hours beyond his/her regular quitting time. An additional meal shall be provided every three (3) hours thereafter while he/she continues to work. If the City is unable to provide such meals, the employee shall be granted time off to eat and the City shall compensate the employee in the amount of ten dollars (\$10.00).

(a) Dispatchers: The City will relieve dispatchers from duty for a paid meal period subject to the reasonable operating needs of the City. Dispatchers are on call during meal periods and are to remain in a location where they may be efficiently recalled to duty during the meal period in an emergency.

(b) Evidence and Records: The City will not be obligated to compensate an Evidence or Records Clerk for a paid meal period under the following conditions:

- (1) the Evidence or Records Clerk is not dispatching; and
- (2) the Evidence or Records Clerk has been approved for an off-premises meal; and
- (3) the Evidence or Records Clerk takes their meal off-premises and is not on-call to immediately return to the dispatch console.

3.7 Shift Change.

A shift change is deemed to exist only if the regular work schedule of the employee is changed for a period of five (5) calendar days or longer. Employees scheduled to work more than eighty (80) hours in the fourteen (14) calendar-day period following a shift change shall be eligible for overtime for hours in excess of eighty (80) in the fourteen (14)-calendar-day work period. Employees scheduled to work six (6) or more consecutive work days shall have at least two (2) consecutive scheduled days off during a shift change.

3.8 Overtime Opportunities.

Overtime opportunities known at least forty-eight (48) hours in advance of the need for the coverage shall be offered to employees based upon seniority. Overtime opportunities known with less than forty-eight (48) hours advance notice shall be filled by the first available employee who chooses to accept the overtime opportunity.

3.9 Safety Release for Police Officers. (This Article 3.9 is NOT applicable to Seaside Fire & Rescue)

(a) A police officer who is required by the City to work fifteen (15) or more hours in any twenty-four (24)-hour work day and who is scheduled to work in the next twenty-four (24)-hour work day shall be guaranteed at least nine (9) hours off-duty before being required to return to work.

(b) In order to affect Section 3.9(a) above, following is an example of how an employee will be compensated:

- (1) A graveyard shift police employee works 2100 to 0700 (ten (10) hours worked). The graveyard shift police employee is required to be in court from 0900 to 1500 (six (6) hours worked).
- (2) A total of sixteen (16) hours is worked, so to get nine (9) hours off, the police employee is not due back to work until 0000 and the employee will be compensated for hours from 2100 to 0000 as safety leave with pay.

3.10 Compensatory Time.

Employees may elect to receive compensatory time in lieu of overtime pay. Compensatory time shall be accrued at one and one-half (1½) times the number of hours worked. Employees may cash out all or part of their compensatory bank between July and May. During the month of June, employees electing to cash out comp time will be restricted to a maximum of forty (40) hours. Parties agree this allows both Police and Fire to maintain fiscal responsibilities at the end of budget years.

3.11 Mini Academy Work Schedule.

The City may create a temporary work schedule for the purpose of scheduling a two (2) to three (3) day Mini Academy once each calendar year. Notification of the temporary work schedule will be provided at least seven (7) days in advance for the Department as a whole or for a designated portion of the Department. Employees required to work more than forty (40) hours during the work week(s) of the Mini Academy will be compensated according to this Agreement and the FLSA.

ARTICLE 4 - HOLIDAYS

4.1 Holidays.

- (a) The following days shall be recognized and observed as paid holidays:

New Year’s Day	Labor Day
Martin Luther King’s Birthday	Veterans Day
President’s Day	Thanksgiving Day + Day After
Memorial Day	Christmas Day
Juneteenth	Four (4) Floating Holidays
Independence Day	Employee’s Birthday

- (b) Any day on which City Hall is closed to recognize or observe a holiday, which is not specifically set forth above, shall be recognized and observed as a paid holiday under this Agreement.
- (c) Employees will accrue floating holidays on the first day of the fiscal year in which the holidays occur. New employees shall receive pro-rata floating holidays at a rate of one per quarter. Those employed in the first quarter of the fiscal year or when the fiscal year begins will earn four days. Those beginning employment during the second quarter (October through December) will earn three days while the third quarter (January through March) earn two days and (April through June) one day.
- (d) All floating holidays must be used in the fiscal year in which they are accrued.

- (e) A floating holiday not used by the end of the fiscal year shall be forfeited. However, if an employee has requested, in writing, to use a floating holiday at least ninety (90) days prior to the end of the fiscal year, and if such written request is denied due to the operating needs of the Department, the employee shall be allowed to carry the requested floating holiday forward into the next fiscal year for up to ninety (90) days. If a floating holiday carried forward is not used during the ninety (90) days it shall be forfeited.
- (f) The City and the Association agree that the floating holidays are supposed to be used throughout the fiscal year in which they accrue and an employee's hoarding of floating holiday time or poor planning shall not be a valid reason for carry-over of floating holiday time beyond June 30 of each fiscal year. Scheduling of floating holiday time off is the employee's responsibility.

4.2 Holiday Pay.

Employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Employees shall be those working the last scheduled workday before and the next scheduled workday after the holiday, unless on authorized paid leave. Employees may elect to be paid for holiday work or receive a day of accrued compensatory time off. Part-time employees shall be paid holiday pay on a pro-rata basis.

4.3 Holiday During Leave.

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

4.4 Holiday Work.

(a) If an employee works on any of the above holidays' he/she shall, in addition to holiday pay, be paid for all hours worked at one and one-half (1½) times the employee's regular straight-time hourly rate. Holidays shall start at 0000 hours the day of the holiday and end at 2400 hours.

(b) Officers assigned to patrol, fire, and dispatchers shall work or be granted time off on recognized holidays in accordance with this Agreement.

(c) Non-essential employees, as determined by the City, may be scheduled off on the following holidays: Martin Luther King's Birthday, Presidents Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

(d) Employees who are normally scheduled to work and elect to work in lieu of observing the recognized holiday may do so on the day New Year's Day, Memorial Day and Labor

Day are observed. Employees electing to work these holidays are subject to assignment as determined by the City. (For example, a detective may be assigned to uniformed patrol.)

(e) All employees are scheduled to work on Independence Day, subject only to exception approved by the Chief.

4.5 Employee Birthday Holiday.

An employee will schedule and use their birthday holiday, as set forth in section 4.1 above, within the fiscal year in which it is acquired.

ARTICLE 5 - SICK LEAVE

5.1 Accrual.

The City of Seaside values the well-being and overall health of City employees and their families. Therefore the City has established and administers sick leave benefits as a City-funded, short term disability benefit provided consistent with City policies and this labor agreement.

Regular full-time employees shall accrue sick leave at the rate of eight (8) hours for each month's work. Regular part-time employees shall accrue sick leave on a pro-rata basis for hours worked each month. Sick leave is to be used in the event an employee is unable to report to work because of illness or to seek health care treatment, or the illness of a member of the employee's immediate household. Sick leave payments shall be for actual hours missed from work. At the employee's option, sick leave accrued in excess of four hundred (400) hours may be converted to fifty percent (50%) of its cash value. Sick leave converted under this Article must be converted in forty (40)-hour increments.

Employees may use sick leave in accordance with family leave laws and as necessary in connection with healthcare related events, including:

- As necessary in connection with receiving medical, dental, or optical examination or treatment;
- during times when the employee is incapacitated from the performance of duties by physical or mental illness, injury, pregnancy, or childbirth; or
- when a public health authorities having jurisdiction or a health care provider determines that the employee's present at work would jeopardize the health of others because of exposure to a communicable disease.

Employees shall begin accrual of sick leave by prorating from date of hire in the bargaining unit. If an employee is not on a paid status for the entire month, prorating of sick leave for hours paid will be made for that month.

Employees must notify the City before the start of their scheduled work shift, or as soon thereafter as is reasonably possible if he/she is unable to report to work.

An employee may be required to furnish evidence supporting the need for the use of sick leave, generally when used in excess of three (3) days, or whenever the City has reasonable grounds to suspect abuse of the sick leave benefit. The City and Association recognize that the ability to attend work reliably and consistently is an essential job function, particularly in the case of public safety and public service professionals.

When an employee is off work on Workers' Compensation (WC) injury status and being paid a supplement charged against sick leave, prorating will be made according to the hours paid. If an employee exhausts sick leave while on WC status due to supplemental wages being charged against the employee's sick leave accrual, the City will advance up to thirty (30) days of additional sick leave to the employee, while on WC status, for the purpose of supplementing WC benefits.

Sick leave shall not accrue during any period of leave of absence without pay.

One-half (1/2) of an employee's accumulated sick leave will be paid in cash upon retirement.

5.2 Bereavement Leave.

1. Eligibility and Amount.

In the case of death in the employee's family, the employee shall be granted leave as follows in subparagraph a) and b) for the purposes of attending the funeral(s) and making necessary arrangements.

- a) Employees who have to travel more than three hundred (300) miles from Seaside to assist with and attend funeral services of an immediate family member will receive five (5) days bereavement leave with pay.
- b) Employees who have to attend funeral services of an immediate family member within two hundred and ninety-nine (299) miles of Seaside will receive three (3) days bereavement leave with pay
- c) Bereavement leave must be taken within fourteen (14) days of the event of the death of the relative. An exception will be made if a memorial service is planned at a later date, not to exceed four (4) months.
- d) Employees who experience the death of a child will receive seven (7) days of bereavement leave with pay. For the purpose of this contract immediate family of employee, employee spouse or spousal equivalent shall be defined as: parents, children, siblings, step-children, stepparents, grandparents, grandchildren, aunt, uncle, niece, nephew and cousin. Spousal equivalent is defined as a person living in a committed co-habitational relationship where

both parties share responsibilities for finances and major decisions, with duration of at least one year.

2. Additional Leave and Special Circumstances.

Should bereavement circumstances require an employee to be absent in excess of the allotted leave time, the days in excess may be charged against sick leave.

The City recognizes that employees may have family members or close friends whose relationship transcends the blood relationship and who are not covered as immediate family members. In the event of the death of a family member or close friend whose relationship transcends the blood relationship the employee may request that their supervisor grant three (3) days of bereavement leave with pay. The supervisor will forward a recommendation approving or denying the request for special circumstance to the City Manager or their designee for final decision on the request.

Should circumstances require an employee to be absent in excess of the leave allowed under this Article, an employee will be permitted to take up to two (2) weeks of bereavement leave within sixty (60) days of the date on which the employee receives notice of the death of a family member in accordance with Oregon law. The days in excess of bereavement leave to which the employee is otherwise entitled will be charged against accrued vacation, sick leave or other leave.

5.3 Residential Treatment.

The City will authorize the use of sick leave and other paid leaves during the period when the employee is unable to work because of involvement in a residential drug and/or alcohol treatment program and follow-up treatment approved by a health care provider unless the employee is not eligible for accommodation under the ADA due to the nature of disqualifying misconduct.

5.4 Termination of Employment.

Sick leave is provided by the City in the nature of an insurance against loss of income due to illness or injury. No compensation for accrued sick leave shall be provided an employee upon termination of employment.

5.5 Out of Town Health Care.

The City will use its best efforts to work with an employee who has to travel to out of town health care providers, when the out of town health care provider's primary office is more than thirty (30) miles from Seaside City limits. However, employees must notify their Chief or designee in writing as soon as possible when such an appointment will be necessary, and the employee deems it necessary to schedule the appointment during a time that would normally be their regular work shift.

ARTICLE 6 – VACATIONS

6.1 Amount of Vacation and Eligibility Requirements.

Regular full-time employees shall accrue vacation leave in accordance with the following schedule, based upon their length of continuous service as regular full-time employees of the City. Regular part-time employees shall accrue vacation on pro-rata basis of hours worked, as applied to the schedule.

MONTHLY ACCRUAL

0 - 60 months (0-5 yrs)	8.00 hours per month
61 - 120 months (5-10 yrs)	10.00 hours per month
121 - 168 months (10-14 yrs)	12.00 hours per month
169 - 240 months (14-20 yrs)	14.66 hours per month
241+ (20+ yrs)	16.67 hours per month

For this Article only, employees, whose anniversary date is between the first (1st) and the fifteenth (15th) day of a month, shall be considered to have been hired on the first day of the month. Employees, whose anniversary date is between the sixteenth (16th) and the last day of a month, shall be considered to have been hired on the first day of the following month.

Continuous service is service unbroken by separation from employment as a regular full-time employee of the City or lay-off of more than twenty-four (24) months duration.

Vacation credits shall not accrue during any unpaid leave of absence.

6.2 Vacation Scheduling.

(a) The City shall have the right to restrict the number of employees, either in the department as a whole or by classification within the department, who may be on vacation at one time based on staffing and operational need.

(b) During the month of October of each year, employees shall be allowed to schedule vacations of one (1) week or more for the upcoming calendar year. Conflicting requests shall be resolved by classification seniority. Seniority may be exercised by an employee only once per calendar year.

(c) Subsequent to the October sign-up period, vacation requests shall be considered on a first-come, first-served basis and should be submitted in writing no less than twenty-one (21) days prior to the first day of the requested vacation period if the requested period is more than two (2) days' duration or seven (7) days if the requested period is of two (2) days or less duration. Employees should request vacation and other leaves as far in advance as possible. When requests are made with less notice than stated above, the City will consider such requests

case-by-case based on the circumstances and subject to coverage availability without overtime costs, operational impacts, or undue inconvenience to other employees.

(d) The City shall respond to such requests in writing within fourteen (14) days of receipt of requests for vacations of more than two (2) days, or at least two (2) days prior to the beginning of the requested vacation of two (2) days or less.

(e) If two (2) or more employees submit a first-come, first-served vacation request for the same or overlapping time period, such vacation request shall be resolved in favor of the employee with the greatest Department seniority. Normally at least two (2) police officers and at least two (2) dispatchers may be on vacation at the same time, but the two (2) members from the same classification must work different shifts.

(f) Vacation Cancellation. If an employee's scheduled vacation is cancelled without consent of the affected employee because of an emergency, the City shall reimburse the employee for all actual non-recoverable deposits and other expenses of the employee and his/her immediate family because of reliance on the scheduled vacation period. Employees shall, upon management's request, provide verification of the amount of non-refundable deposits and expenses incurred due to the cancellation of a vacation. The foregoing shall not prevent the City from requesting and the employee from agreeing to a change in the dates of a previously approved vacation where such is mutually agreeable without the payment of deposits as provided for above.

(g) Compensatory time off shall be scheduled the same as vacation.

6.3 Termination of Employment.

No payment in lieu of vacation shall be made in the event of death or termination of an employee during the initial thirty (30) days of continuous service. An employee shall be entitled to payment for accrued vacation leave in the event of a death or termination of employment if he is otherwise entitled to vacation credits. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

6.4 Maximum Accumulation.

Effective July 1, 2008, there shall be a maximum on accrual of vacation hours of three hundred (300) hours. An employee with more than two hundred forty (240) hours of vacation may opt to sell back up to one hundred twenty (120) hours of vacation during the fiscal year. Vacation hour sell-back requests must be made with one (1) month advance written notice to the City and shall be paid to the requesting employee in blocks of not less than forty (40) hours.

Employees whose vacation accrual exceeds the maximum accrual cap as a result of denial of time off requests during the fiscal year shall be allowed to exceed the maximum accrual cap for ninety (90) days while the employee uses their excessive vacation accrual to drop below the maximum vacation accrual cap.

6.5 Restrictions on Vacation.

No employee, who is on approved vacation, may be required to remain in the City limits or within any fixed distance of the City during the vacation.

6.6 Call-Backs from Vacation.

(a) In the event that an employee is required to be called back to work by the Department for any purpose during a period of authorized vacation leave or day off adjacent thereto where the vacation has been approved by the City; the employee shall be paid at the overtime rate for all hours worked, subject to a four (4)-hour minimum callback provision. The employee shall not have any vacation time charged against his account for the portion of a day during which the employee has been recalled to the service of the City.

(b) When the employee is called back from vacation and the distance is in excess of fifty (50) miles, the City shall pay all reasonable travel cost of the employee.

(c) The City may not unreasonably delay the approval of vacation for the purposes of avoiding the payments called for in this section.

6.7 Vacation Incentive.

After seven (7) years of service with the City of Seaside, and each year thereafter, at the employee's option, an employee may choose to cash out up to one hundred (100) hours of their vacation accrual in the month of October of each calendar year.

ARTICLE 7 - LEAVE OF ABSENCE

7.1 Leave of Absence.

Leaves of absence, without pay or accrual of other benefits for a limited period not to exceed six (6) months, shall be granted for any reasonable purpose where, in the judgment of the City Manager or the City Manager's designee, the work of the department will not be seriously handicapped by the temporary absence of the employee requesting such leave. Any such leave must be consistent with the needs of the City and approved by the City Manager or the City Manager's designee. At the discretion of the City Manager or the City Manager's designee, upon written request by the affected employee, such leave may be renewed or extended for any reasonable period. No leave will be granted to an employee to accept employment in any other capacity, except military duty, unless approved by the City Manager or the City Manager's designee. Should an employee have exhausted personal leave when seeking a leave of absence, and said employee is taking leave due to a medical condition for self or family member, employee can seek the assistance of all city employees by requesting donated leave. To initiate a request, employee can make request through City's HR Department. Requests can be done anonymously or by revealing identity if employee chooses to do so. (Reference Appendix C if desire to have the policy attached).

7.2 Jury Duty.

Employees shall be granted leave with regular straight-time pay any time they miss their regularly scheduled shift because they are required to report for jury duty or jury service or jury selection. An eligible employee shall endorse any jury fee to the City as a condition to receipt of jury pay from the City, but shall retain reimbursement of mileage expense. Upon completion of jury duty on a work day, the employee will telephone the Lieutenant or a supervisor to determine whether to return to work, and if so, when. The employee shall provide the City with a receipt from the jury clerk verifying their attendance for each day they are called to serve.

7.3 Family and Parental Leave.

At an employee's option, an employee may choose to use up to twelve (12) weeks of accrued sick leave, vacation leave, or compensatory time, in any order or combination, for the birth of a child or adoption of a child. Parental leave beyond twelve (12) weeks must be approved by the City Manager. Statutorily protected leaves shall run concurrently with all paid time off and other statutory leaves. When an employee has no accrued paid leave, FMLA and/or OFLA leave shall be unpaid.

7.4 Military Leave With Pay.

Military leave shall be granted in accordance with the provisions of State and federal law and an employee shall not suffer a loss of wages, benefits or seniority while on military leave of up to thirty (30) days per year associated with training. Military leave for extended active duty shall include all benefits accorded by State and federal law.

ARTICLE 8 - HEALTH AND WELFARE

8.1 Health and Welfare.

(a) Employees are eligible for the health and welfare benefits provided in this Agreement on the first of the month following their date of hire. Eligibility is subject to the terms of the insurance carrier, as well as state and federal laws.

(b) For the first six months of this Agreement, the City will continue to provide each full-time and eligible part-time employee and their dependents with Medical Plan "CIS Copay F" (\$500 deductible) with RX7 prescription, CIS Vision-A, CIS Dental Plan III + CIS Ortho and the CIS COPAY Alternative Care Rider. A summary of the Copay F plan is attached as Appendix A.

(c) Beginning on January 1, 2024, the City will provide each full-time and eligible part-time employee and their dependents with the CIS HDHP-4 plan with HSA, CIS Vision-A, CIS Dental Plan III + CIS Ortho, and the CIS COPAY Alternative Care Rider, herein referred to as "HDHP" plan. A summary of the HDHP plan is attached as Appendix A.

(d) Employees may elect to decline this benefit if a similar benefit program by a spouse or other family member covers them. If a full-time employee elects to "opt-out" of this benefit plan, the employee will receive one-half (1/2) of the cost of the benefit premium, or the maximum dollar benefit permitted by the insurer's adverse selection rules, whichever is less, and the City shall receive the other one-half (1/2).

(e) It is the employees' responsibility to keep the City informed of any loss of spouse or family member coverage. The employee also assumes the responsibility of possible loss of insurance due to sign-up restrictions that may be required by the City's insurance carrier. If at such time as the employee's spouse has a loss of medical coverage, the City will then compensate the employee the full rate of the employee's COBRA medical plan (limited by the maximum amount that the City would pay if the employee and family were covered under City plan) until the employee may reinstate his/her coverage with the City insurance carrier.

(f) The City will continue to make available to all members a full Flexible Spending Account (FSA) 125 K Plan through December 31, 2023, through CIS, in which the employee may set aside tax-sheltered income, through payroll deduction, up to the maximum amounts allowed by law for any purposes allowed by the terms of the law and the Plan. The City will pay the administrative fee. As Association Members move to the HDHP plan in 2024, any FSA medical accounts must be fully depleted by December 31, 2023. Federal law does not allow employees to be enrolled in both a health savings account and a medical flexible spending account. In order to be HSA eligible, the employee must spend all of their FSA funds by the end of the calendar year.

(g) With the addition of the HSA for calendar year 2024, employees will have the option to have a Dependent Care FSA account. This account may only be used for eligible expenses including day care, babysitting, and general-purpose day camps. Medical FSA accounts are not permissible when an HSA is in use.

(h) The City shall make available to bargaining unit members an Employee Assistance Program (E.A.P.).

(i) Health Insurance Premium Cost Share

1. For the first six (6) months of this Agreement (July 1, 2023 – December 31, 2023, the health insurance premium cost share required to maintain the health, dental and vision insurance described in section 8.1(c), shall be split per month as follows: Employee – 7.5% of total premium; Employee+ Child – 7.5% of total premium; Employee+ Children – 7.5% of total premium; Employee+ Spouse – 7.5% of total premium; Employee+ Family – 7.5% of total premium). In all situations, the City of Seaside shall pay the remainder of the monthly premium (92.5%).
2. Effective January 1, 2024, the premium cost with the move to the HDHP plan referenced above shall also be split 92.5% employer and 7.5% employee. This plan includes the employer (City) making contributions

into an HSA for the covered employee and his/her dependents. The total amount contributed shall be the difference of the employer premium cost of Copay F and the HDHP-4 plan. This shall continue for the health insurance plan years of 2025 and 2026.

- For example, in 2024, if the employer cost for a family in the Copay F plan costs \$1,890.89 per month and the cost for the HDHP-4 plan is \$1,639.01 per month, the difference (\$251.88) would be the monthly contribution toward an employee's HSA. The formula shall be used for all insurance plans tiers from individual to the family plans and in subsequent years of the contract agreement.

(j) The City's contribution shall be on a pro-rata basis for regular part-time employees who choose insurance coverage and who regularly work twenty (20) hours or more per week (calculated on an annual basis). The pro-rata status of regular part-time employees shall be reviewed on December 1 of each year to determine the employee's contribution for the following year. Pro-rata status will be calculated to the nearest five percent (5%). Observation hours for new hires will not be included in this calculation.

(k) The City further agrees to provide an additional one hundred dollars (\$100.00) per month towards the insurance benefit for regular part-time employees* who choose insurance coverage. At no time will the City's contribution for insurance for a regular part-time employee exceed the City's contribution for insurance for a regular full-time employee with the same coverage. (*Insurance Contract requires a minimum of 20 hours per week to be eligible for insurance).

8.2 Life Insurance.

The City shall provide each employee with group life insurance in the amount of fifty thousand dollars (\$50,000). The City agrees to implement the means to allow employees to purchase additional life insurance through the City's insurance carrier at group rates.

8.3 Workers' Compensation.

All City employees will be provided full coverage as required by the Oregon Workers' Compensation Act.

In addition, at the employee's option, the employee shall have the ability to receive the difference between the time-loss benefit compensation and the employee's net regular salary after taxes, one-half of which shall be paid by the City and one-half charged first to the employee's accrued sick leave and then to the employee's accrued vacation leave.

8.4 Continuation of Benefits.

The City shall continue to pay the insurance premiums for the plans under 8.1 and 8.2 for three (3) months for employees not working because of non-work related illness or non-work related injury.

8.5 Physical Exams.

If an employee is assigned extra duties by the City that necessitate a baseline physical and/or periodic physicals to check on the health of the employee, or in accordance with OR-OSHA regulations, an employee may obtain a physical fitness exam from the employee's own health care provider. This exam will be paid for by the City. To support the health and well-being of employees, the Police Department will continue to support its staff spending up to 45 minutes of a shift, no more than three shifts per week, working out while on shift. Workout is defined as lifting weights, walking, running or use of equipment purchased to help improve and sustain the health of all department members.

The Fire Department has annual physical exams that will continue to be paid for and supported by Seaside Fire & Rescue for all fire personnel.

8.6 Impact Bargaining.

The City shall have no obligation to impact bargain changes to the Health & Welfare plans listed in Section 8.1 above, when such changes are unilaterally initiated by CIS and/or the insurance providers associated with the plans listed in Section 8.1 above, and when such changes do not affect co-pays, premiums and/or deductibles to a covered employee.

8.7 Pre-tax Payroll Deduction.

For the term of this Agreement, all Association-represented employees and the Association agree that health insurance cost share amounts set forth in section 8.1, which are to be paid by an Association-represented employee, shall be made by automatic pre-tax payroll deduction.

8.8 Open Enrollment.

For the term of this Agreement (through calendar year 2026), the parties agree that during CIS open enrollment in each calendar year (beginning with October 2023), employees covered under this agreement will enroll in the CIS HDHP-4 plan, with CIS Alternative Care Rider, CIS Vision-A, and CIS Dental III + Ortho.

For any designated open enrollment period, the City will attempt to schedule at least two (2) informational meetings with the intent to allow each employee to attend at least one (1) of these meetings while being paid, unless the parties otherwise agree.

8.9 Health Savings Account (HSA).

(a) For all employees and beginning with the January 2024 calendar year of this Agreement, the City will make monthly contributions in an amount that is the difference

between the employer's premium portion of CIS Copay F and HDHP-4 (see section 8.1.i.2 for details) to the employee's HSA based upon the employee's enrolled tier (i.e. employee only, or with one (1) or more covered dependents, employee + spouse, employee + children or family).

- I. In January 2024, as the Association transitions to the HDHP-4 plan, the City agrees to make a one-time front-loaded payment with the pay period beginning in January that is equal to three months of the annual amount the employee will receive (depending on the enrolled tier).
- II. Beginning with the April 2024 pay period, employees will receive HSA contributions per pay period for the remainder of the contract period.
- III. Employees who receive the front-loaded HSA contribution and leave employment with the City before March 31, 2024 agree to have the any unearned, front-loaded HSA contributions withheld from their final paycheck.

(b) Part-time employees are eligible for health insurance benefits as allowed by CIS Rules and as set forth in this Agreement and/or City policy, except and unless such benefits are required by law. At this time, none of the Association-represented positions are part-time, and the Association has not agreed or bargained that current Association-represented positions are part-time positions. In the event a bargaining unit position is filled on a part-time basis, the parties will bargain the allocation of the premium cost and what health insurance benefits the part-time employee is eligible for.

(c) For employees who by law are excluded from participation eligibility in an HSA account (i.e. those who receive benefits from Medicare, TricareNA or Indian Health Services), the City will make available an HRA account in accordance with law and CIS Rules and Procedures. The HRA contribution amount for these employees will be made in like sums and at like times as for employees who receive contributions to the HSA accounts.

ARTICLE 9 - COMPENSATION

9.1 General.

(a) Wage schedules. Employees shall be compensated in accordance with the wage schedule attached to this Agreement marked Exhibit B, which is hereby made a part of this Agreement. Payroll errors shall be corrected within five (5) days of notice to the City.

(b) Wage increases.

1. Effective and retroactive (if necessary) to July 1, 2023, the wage scale in effect will be increased across-the-board by nine percent (9.0%) to reflect changes in cost of living.

2. Effective July 1, 2024, the wage scale in effect will be increased across-the-board by two percent (2.0%).
3. Effective July 1, 2025, the wage scale in effect will be increased across-the-board based by two percent (2.0%).

(c) Retention and Longevity incentives. Employees shall receive a retention and longevity incentive equal to a percentage of base pay, according to the schedule below, for full-time and regular part-time employees, for years of continuous and unbroken service to the City in the Police and Fire Departments:

<u>Years of Service</u>	<u>Incentive</u>
Over 7 years up to 10 years	1%
Over 10 years up to 15 years	+ 1% = 2% cumulative
Over 15 years up to 20 years	+ 1% = 3% cumulative
Over 20 years up to 25 years	+ 1% = 4% cumulative
Over 25 years up to 30 years	+1% = 5% cumulative

(Note: this contract adds a 1% incentive at seven (7) years of service, with additional single (1%) percentages added at ten (10), fifteen (15), twenty (20), and twenty-five (25) years. This change shall not be retroactive for those already receiving retention and longevity payments, and shall not be applied to compound longevity as provided for in this Agreement with longevity payments paid in accordance with the longevity benefit as defined in the prior collective bargaining agreement. For those receiving the incentives currently, an additional percentage will be added if they are in the ten (10), fifteen (15), twenty (20), or twenty-five (25)+ year category. Example: an employee who is currently receiving a one percent (1%) monthly longevity based on prior contract and who has worked twelve (12) years would move to two percent (2%) monthly longevity incentive until fifteen (15) years of service is reached, at which point the longevity incentive would increase to three percent (3%).

9.2 Pay Periods.

The City will utilize its best efforts to issue payroll checks on the last working day of the month for the City. A payroll draw will be issued on the fifteenth (15th) day of the month and will not exceed one-half (1/2) of wages due. If the fifteenth (15th) is either a Saturday or Sunday, the draw will be paid on the preceding Friday. The City and SPSA acknowledge that the City is working towards implementing new financial software and processes. At the time a change in software is made, it is likely that pay periods will also change. This agreement makes it clear that the City will provide no less than three (3) months' notice of any changes to the process, understanding that changes will help expedite and create efficiencies with regular payroll. This agreement also acknowledges that the City may implement a bi-weekly payroll in lieu of monthly payrolls with payroll draws.

9.3 Call Back Time.

Any employee called back to work after completing his regularly scheduled shift on that day shall be paid a minimum of two (2) hours pay at the rate of time and one-half (1½). Any regular full-time employee called to work on an off-duty-day shall be paid a minimum of three (3) hours pay at the rate of time and one-half (1½). Regular part-time employees called in on an off-duty-day shall be guaranteed a minimum of four (4) hours pay at the employees' regular rate of pay or overtime rate if they have already worked forty (40) hours during the current work week.

Fire employees will continue to have a minimum of one-hour call back for all calls after regularly-assigned shifts.

9.4 Travel Times.

Whenever the City requires an employee to attend a school, seminar or workshop, the City will pay overtime at the rate of time and one-half (1½) of the employee's regular rate of pay for all hours worked which would constitute overtime hours of work under this Agreement. Reasonable travel time shall be considered time worked and compensated at the appropriate rate of pay.

9.5 Personal Automobile.

(a) Employees who opt to use their personal automobiles for City business when no Police Department vehicle is available shall be reimbursed at the rate equivalent to the Standard IRS mileage allowance per mile for total miles driven to and from the required site.

(b) Employees may opt to use their personal vehicle for City business travel in excess of fifty (50) miles during the months of November through March and whenever winter driving conditions are likely to exist, unless the City makes available a Police Department vehicle equipped for winter driving (4WD/AWD and/or 4 studded snow tires).

9.6 Court Time.

Court appearances and preparation for court, outside of regular scheduled shift time will be compensated with a minimum of three (3) hours' pay at the rate of time and one-half (1½).

9.7 Shift Differential. (This Article 9.7 is NOT applicable to Seaside Fire & Rescue)

In addition to the established wage rates, employees who work any time between the hours of 10:00 p.m. and 7:00 a.m. shall receive a premium of seventy cents (\$.70) per hour for any and all time worked between those hours.

9.8 Wage Schedule Movement.

New hire employees in non-sworn positions shall receive a step increase after twelve (12) months and then every twelve (12) months thereafter, upon satisfactory performance. New hire employees in sworn positions shall receive a step increase after twelve (12) months and then every twelve (12) months thereafter, upon satisfactory performance. Part-time employees shall receive

step increase after twelve (12) months and then every twelve (12) months thereafter, upon satisfactory performance.

9.9 DPSST Incentive. (This Article 9.9 is NOT applicable to Seaside Fire & Rescue)

The following D.P.S.S.T. Certificate Incentive Plan shall be implemented for all certified police department employees:

- (a) Intermediate Certificate - four percent (4.0%) of an employee's base pay per month;
- (b) Advanced Certificate - six percent (6.0%) of an employee's base pay per month;
- (c) Certificate amounts shall be non-cumulative.

9.10 Fire Personnel Certification Incentive.

The following Certificate Incentive Plan shall be implemented for all certified fire department employees:

- a) Officer Certifications: two percent (2.0%) of an employee's base pay per month for FO2, OR three percent (3.0%) for FO3, OR four percent (4.0%) for FO4.
- b) Wildland Certifications: two percent (2.0%) of an employee's base pay per month for Engine Boss, OR three percent (3.0%) for Task Force Leader.
- c) Water Rescue: two percent (2.0%) of an employee's base pay per month for Watercraft Operator, OR three percent (3.0%) for Lifeguard Certified.
- d) EMT: two percent (2.0%) of an employee's base pay per month for EMT Advanced, OR three percent (3.0%) for EMT Intermediate.
- e) All certifications MUST remain current with recertification to maintain percentage. A total of six percent (6.0%) cumulative of the above sections may be earned by an individual employee.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.1 Disciplinary Measures.

Disciplinary action shall be for just cause. Discipline includes the following steps and shall normally be progressive as outlined below but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:

- (a) Verbal reprimand, which may be documented in writing and the effect of which is that verbal reprimands over one (1) year old shall not be a basis for progressive disciplinary actions, and verbal reprimands are not subject to grievance beyond Step 2;
- (b) Written reprimand;
- (c) Reduction in pay;
- (d) Suspension without pay;
- (e) Demotion;
- (f) Discharge.

The City shall not impose a reduction in pay, suspension without pay, demotion or discharge of a non-probationary employee without appropriate pre-disciplinary due process procedures.

Counseling is not disciplinary in nature.

10.2 Due Process.

Pre-disciplinary "due process" means written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee. If the essential facts which support the allegations are not described in detail in the written notice, the City shall provide the Association and the affected employee with all the documents which are relied upon. The employee or the Association may submit a written rebuttal to an oral or written reprimand which shall be maintained with the record of reprimand. If a grievance is filed, documents upon which the City has relied shall be provided to the Association and the affected employee.

10.3 Avoidance of Embarrassment.

If the Chief of Police/Fire or designee has reason to discipline an employee the Chief of Police/Fire or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

10.4 Association Representation in Interview and Discipline Process.

The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee, which could lead to discipline greater than a verbal reprimand.

10.5 General Procedures.

(a) Potential Discipline Situations. Any employee who will be interviewed at a disciplinary interview concerning an act, which if proven, could reasonably result in disciplinary action involving loss of pay or dismissal, will be afforded the following safeguards:

(1) The employee and the Association will be informed that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.

(2) At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose an economic sanction upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation, unless the City elects to provide a written statement of essential facts which would support any contemplated basis of discipline.

When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.

The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than four (4) hours, except for minor complaints (incidents for which no more than a verbal warning may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to four (4) hours to obtain a representative to be present at the interview.

(3) All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.

(4) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. However, where the Police/Fire Chief or the Police/Fire Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours' payments shall be made to the employee.

(5) The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

(6) The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.

(7) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation. Nothing in this section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.

(8) The City shall tape record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. If the interviewed employee is subsequently disciplined, and if the recording is transcribed by the City, the employee and the Association shall be provided a copy thereof.

(9) Interviews and investigations shall be concluded without unreasonable delay.

(10) The employee and the Association shall be notified in writing of the results of any investigation, and for non-criminal investigations, those results must be presented in writing to the employee and the Association within one (1) year from discovery by the City of the basis of discipline. If not, the employee will be exonerated of all charges.

(a) Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with counsel shall not unduly delay the giving of the statement.

(b) Section 10.5 shall not apply to a criminal investigation conducted by another law enforcement agency. This section shall not prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the involved officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

ARTICLE 11 - SETTLEMENT OF DISPUTES

11.1 Procedures.

Any dispute concerning the application, interpretation or enforcement of this Agreement shall be resolved in the following manner and sequence:

Step 1. Within ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee and the Association shall make a good faith attempt to resolve the dispute informally with his/her immediate supervisor. The employee's supervisor shall attempt to resolve the dispute within ten (10) days of his/her discussion with the employee. If the grievance remains unresolved, the Association may present the grievance, in writing, to the "Management Team" within ten (10) days immediately following the supervisor's response. At this and each subsequent step of the grievance procedure, the written grievance submitted by the Association or employee(s) shall include:

- (a) a statement of the grievance and the factual allegations upon which it is based;
- (b) the section(s) of this Agreement alleged to have been violated;
- (c) the remedy sought;
- (d) the name and signature of the individual(s) submitting the grievance.

Step 2. Within ten (10) days of receipt of the grievance, the "Management Team" will schedule a meeting to discuss the dispute with the Association and such meeting shall occur within ten (10) days of the "Management Team's" receipt of the grievance. The "Management Team" shall render a written decision within ten (10) days following the herein-referenced meeting.

Step 3. If the grievance remains unresolved, within ten (10) days of receipt of the written Step 2 decision of the Management Team, the Association may present the grievance, in writing, to the City Manager. The written grievance to the City Manager will explain why the Association is proceeding with the grievance in light of the Management Team's Step 2 response. After receipt of the Step 3 written grievance, the City Manager shall review the record, may schedule a meeting with the Association to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Association within thirty (30) days of receipt of the Step 3 grievance.

Step 4. If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City's labor counsel or designee within ten (10) days following the date the City Manager's response is due or received, whichever is earlier.

The parties may mutually agree upon an arbitrator. The Association shall submit a written request to the Oregon Employment Relations Board for a list of thirteen (13) arbitrators. A copy of the Association's request shall be provided to the City's labor counsel. Upon receipt of the list, a coin flip shall occur to determine who shall strike first, and strikes shall thereafter be alternated until only one (1) name remains. The remaining name shall be the arbitrator.

The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following

the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator.

If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

Law Enforcement Misconduct cases: Selection of an arbitrator for cases of misconduct by a law enforcement officer proceeding under ORS 243.706(3), will follow the rules announced by the Employment Relations Board pursuant to HB 2930, and found in OAR 115-040-0034. Aside from the selection of the arbitrator for law enforcement cases, the remainder of the provisions of this section apply to all arbitration cases.

11.2 Time Limits.

All parties subject to these procedures shall be bound by the time limits contained herein. If the grievant or Association fails to respond in a timely fashion, the grievance shall be deemed waived.

Each reference to "days" in this Article means "calendar days."

If the City, at any step, fails to respond in a timely fashion, the grievance shall advance to the next step. Upon mutual agreement, in writing, the parties may waive or adjust the time limits specified herein.

ARTICLE 12 - SENIORITY

12.1 Definition.

(a) Seniority for police department employees shall be defined as the length of continuous service within the bargaining unit in the Police Department of the City since that employee's last date of employment with the City. Seniority for fire department employees shall be defined as length of continuous service as a paid employee of the Fire Department. Seniority accrual commences, provided the employee has completed a probationary period of twelve (12) months (non-sworn) and eighteen (18) months (sworn).

(b) Anniversary date or seniority date shall be the date the employee begins performing work for the City.

- (c) Seniority shall only be broken by voluntary resignation or justifiable discharge.
- (d) Classification Seniority. Seniority within the classification shall mean the length of an employee's service within the classification in the Police Department of Fire Department of the City.
- (e) A bargaining unit employee promoted to a non-represented position shall retain their seniority earned as defined in this Article unless continuous employment with the City is broken.

12.2 Use of Seniority.

Promotions, transfers and filling of vacancies shall be based on the ability, qualifications, and potential of the candidates for the positions. The employee's qualifications, past performance, potential and capacity to assume the increased responsibilities of the position applied for will be evaluated. When in the City's judgment two (2) or more candidates are equally qualified, seniority shall be the determining factor.

12.3 Probation and Seniority Accrual - New Hires.

A non-sworn employee shall attain seniority after twelve (12) continuous months of employment in the bargaining unit; a sworn employee shall attain seniority after eighteen (18) continuous months of employment in the bargaining unit. During this period a new employee may be discharged at the sole discretion of the City without any reason or cause being shown without recourse of the grievance procedure.

12.4 Probation Upon Promotion.

Employees promoted within the unit shall be subject to a six (6)-month probationary period. Those employees failing to meet the promotional probationary period shall be returned to an available position in the former classification within the bargaining unit without loss of seniority. The return of an employee to the former classification during promotional probation is administrative and not discipline.

12.5 Seniority Lists.

The City will provide the Association with a seniority list of members within thirty (30) days of the execution of this Agreement, and every one-hundred eighty (180) days thereafter, or upon request of the Association President.

12.6 Reinstatement Following Resignation.

A non-probationary bargaining unit employee who resigns voluntarily and chooses to request reinstatement within ninety (90) days of their voluntary resignation may be granted reinstatement to a vacant and available position if the City approves. The reinstated employee will receive the

vacation and sick leave accrual rates which applied at the date of their voluntary resignation. This section shall not operate to require the City to fill a vacant position which the City has elected to hold vacant. An employee/former employee may not request reinstatement under this Article more than once.

12.7 Layoff Procedure.

In the event of staff reduction the City will lay off in inverse order of bargaining unit seniority by job classification. Laid off employees may bump to any lower classification for which the employee is qualified and displace an employee with less bargaining unit seniority.

12.8 Recall Procedure.

An employee in the unit who has been laid off will be recalled in inverse order of layoff for any vacancy within the bargaining unit for which the employee is qualified. Employees shall retain recall rights for twenty-four (24) months. Employees recalled by the City shall be reinstated with seniority rights accumulated as to the date of their layoff. Any laid off employee who is recalled by the City shall have ten (10) working days from receipt of notice by Certified Mail, sent to the last address provided to the City by the employee, in which to accept the assignment and an additional ten (10) working days from the date of the employee's acceptance to report for reemployment. Return of the notice as undeliverable because the employee has moved without notifying the City may be deemed by the City to constitute rejection of the assignment. A terminated employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this Agreement.

No new employees shall be hired while there are qualified employees on layoff status.

ARTICLE 13 - STRIKES AND LOCKOUTS

There shall be no lockouts on the part of the Employer or suspension of work on the part of the employees.

ARTICLE 14 - GENERAL PROVISIONS

14.1 Gender.

All references to employees in this Agreement designate both sexes and, wherever the male gender is used, it may be construed to include both male and female employees.

14.2 Uniforms and Protective Clothing.

(a) The City shall compensate each employee \$45 per month on a monthly basis for the purpose of a uniform cleaning allowance.

(b) The City will furnish a bulletproof vest to each officer. Uniformed officers shall wear the vest on a normal duty assignment; the vest will remain the property of the City of Seaside. Vests shall be replaced by the City whenever their integrity has been compromised through their designed use, normal wear and tear, or upon reaching the end of their service life (normally five (5) years) as stated by the manufacturer's warranty.

(c) The City shall supply and replace required uniforms, clothing, and equipment, on an as needed basis.

(d) Police officers, detectives and firefighters will be eligible for reimbursement for the purchase of City approved footwear every year. The amount of the reimbursement shall not exceed two hundred dollars (\$200.00) per year. Probationary employees are not eligible for any reimbursement, until they complete probation.

(e) Wearing of BDU pants shall be optional for officers while on patrol, with the approval of the Chief of Police.

(f) The City shall purchase for or reimburse officers the cost of the following equipment:

ASP
Night Sights

(g) Employees may wear beards that are not excessive in length and neatly groomed. Beards must be of a professional appearance upon return to work, as determined by the Chief.

(h) All Personal Protective Equipment (PPE) shall be provided to fire department personnel as needed and as required.

14.3 Health and Safety.

Federal and state safety regulations shall be strictly observed by the City, the Association, and all employees. Employees shall use all protective equipment required; shall perform their work in a safe manner and shall comply with all safety rules of the City.

It is understood and agreed that employees, who are disciplined for safety violations, shall have the right to grieve the discipline.

For safety reasons, the uniformed CSO will be trained and authorized to carry OC and a TASER.

The City and Association agree that no employee will be required to operate any Police Department vehicle that has been documented as unsafe. Employees reporting vehicles they believe are unsafe shall provide written documentation as to issues related to safety to be reviewed by their

on-duty/on-call supervisor who can remove the vehicle from service until the documented safety issues have been addressed and repaired. A copy of all written documentation related to Police Department vehicle safety issues will be maintained by the City and shall be accessible by the Association President or designee upon request. The Association President or designee may obtain a copy of any material in the Police Department vehicle safety file(s).

14.4 Safety Officer. (This Article 14.4 is NOT applicable to Seaside Fire & Rescue)

The Association shall select and the City will approve the appointment of one (1) of its members as a Safety Officer. The Safety Officer shall serve on the Police Department and City safety committees. The Safety Officer shall meet, as needed, with the Police Chief and discuss safety issues. If a safety suggestion is presented to the Police Chief and rejected, or no action taken within fifteen (15) days, the Safety Officer shall have the right to present the safety issue directly to the City Manager.

14.5 Training Officers. (This Article 14.5 is NOT applicable to Seaside Fire & Rescue)

Employees, who are required to train other employees and/or Reserves and who have received FTEP training and are FTEP certified, will only do training for other employees and/or Reserves, and shall receive an additional ten percent (10%) compensation for all hours actually worked as a training officer. This compensation shall be allowed for any hours (or fractional portions thereof rounded to the nearest quarter hour) when the training officer is engaged in providing training of any kind to another employee that the employee is directed to provide.

14.6 Investigator Premium. (This Article 14.6 is NOT applicable to Seaside Fire & Rescue)

Employees, who are selected for assignment to the two (2)-year rotating detective position, shall receive a premium of ten percent (10.0%) in addition to the officer's regular rate of pay and a clothing allowance of three hundred fifty dollars (\$350.00) per year, on a reimbursement basis.

An officer interested in the position of Investigator/Detective shall file a statement with the Chief or the Chief's designee as to why the officer is requesting the assignment. An oral review board selected by the Chief of Police will determine the best candidate.

14.7 Corporal / Fire Lieutenant

Future promotions to and current responsibilities for the rank of Corporal shall be governed by General Order 34.1.1.

Promotion to this position will include a five percent (5%) pay increase (except for existing Senior Police Officers whose designation changes as a result of this agreement).

- a) Beginning with the July 1, 2019, Public Safety CBA, the rank of Fire Lieutenant is added as an attainable rank with Seaside Fire & Rescue. Several skills and certificates are required, but at a minimum, eligible personnel must

have served a minimum of three (3) years as a career firefighter with SF&R. Pay Range will be equivalent to that of a Corporal with Seaside Police.

14.8 School Resource Officer. (This Article 14.8 is NOT applicable to Seaside Fire & Rescue)

A sworn officer who is appointed to the position of School Resource Officer shall receive a premium of ten percent (10.0%) in addition to the officer's regular rate of pay. The position is uniformed. The SRO shall only receive the premium while school is in session.

14.9 Casual Day. (This Article 14.9 is NOT applicable to Seaside Fire & Rescue)

Each Friday of the week, dispatchers and records personnel shall be permitted to dress in a casual fashion. Standards for such attire shall be consistent with good taste and shall be non-offensive in nature. Additional requirements for casual dress shall be established by policy, but shall not be more restrictive than the policy established for employees of City Hall.

14.10 Firearms Training. (This Article 14.10 is NOT applicable to Seaside Fire & Rescue)

The City shall provide to each employee required to carry a firearm fifty (50) rounds per month of practice ammunition, upon employee request. Employees shall be required to collect and return all brass to the City prior to the City issuing additional practice rounds.

14.11 Lead Communications Specialist. (This Article 14.11 is NOT applicable to Seaside Fire & Rescue)

The Lead Communications Specialist shall be paid at a rate of ten percent (10%) premium pay increase above the top step of the Communication Specialist pay range.

14.12 Evidence Officer. (This Article 14.12 is NOT applicable to Seaside Fire & Rescue)

A non-sworn employee assigned to perform the duties of the Evidence Officer shall receive a five percent (5%) increase to their base rate of pay. The Evidence Officer shall be provided all necessary and state-mandated and recommended safety equipment and clothing.

14.13 State Conflagration Overtime and Overhead Team Callouts.

When Seaside Fire & Rescue personnel respond to special callouts (including state conflagrations and overhead team callouts), the hours of work shall be paid as wages, including overtime compensation at the overtime rate of pay, in the month and payroll period when it is earned. Such hours of work shall not be taken as compensatory time under any circumstance.

ARTICLE 15 - EDUCATION INCENTIVE PROGRAM

15.1 Criteria.

For the purpose of encouraging employees to pursue appropriate courses of study related to law enforcement, employees will be reimbursed for educational courses pursuant to the following criteria:

- (a) Only regular full-time employees, who have been employed for at least one (1) year, will be eligible.
- (b) Payment shall be limited to six (6) credit hours per quarter/semester. If an employee is receiving funds from other educational programs (such as grants or scholarships) that are less than the cost of six (6) credit hours per quarter/semester and the employee desires to use the full six (6) credit hours, the City will pay the difference between the other funds and the cost of six (6) credits.
- (c) For a maximum of six (6) credit hours, payment shall apply to tuition and fees associated with the class and textbooks.
- (d) Courses must be taken from a recognized and accredited college or university.
- (e) Payment will be made only for those courses for which the student receives a grade of "C" or better.
- (f) The City will reimburse up to one hundred dollars (\$100) per credit hour up to a maximum of six (6) credit hours per quarter/semester.
- (g) The City will reimburse up to a maximum of three hundred dollars (\$300) for books required for the coursework reimbursed under the preceding paragraph.

15.2 Notification of Intention to Attend School.

For budgeting purposes, employee must notify the Chief of Police/Fire, in writing at least ninety (90) days prior to the employee's intended date to start and to attend school.

ARTICLE 16 - RETIREMENT PLAN

16.1 Retirement Plan.

For the term of this Agreement, the City agrees to continue to provide the current pension plan in effect as of January 1, 2007 for all Public Safety Employees of City of Seaside. In accordance with Oregon law, such current pension plan shall provide the same or greater benefits as the PERS plan. Eligibility for participation is governed by the plan document.

16.2 Retiree Insurance.

Public Safety Employees with fifteen (15) years of continuous service and who retire from the City shall have fully paid City provided medical, vision, and dental coverage for themselves and their spouse which shall be provided until the employee or the spouse is eligible for Medicare or for ten (10) years, whichever comes first. Eligibility shall not extend beyond Medicare eligibility for any plan participant.

ARTICLE 17 - SAVINGS CLAUSE

17.1 Funding.

The City agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement. The City cannot and does not guarantee the passage of such budget requests and pursuant to established procedures or any specific level of manning in the bargaining unit.

ARTICLE 18 - MANAGEMENT RIGHTS

It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations, but that such rights are subject to such conditions, requirements, and limitations, as may be applicable under law; whether it be federal, state or municipal law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City. The City has the right and is entitled, with reference to this Agreement, to:

- (a) Direct its employees;
- (b) Hire, schedule, transfer, assign, train or retain employees in positions within the police department, so long as it does not involve a financial reduction in pay to the employees; unless subsection c, below, applies;
- (c) Suspend, demote, discharge, or take other disciplinary action against the employee for just cause;
- (d) Determine the methods, means, and personnel by which its operations to be conducted; and
- (e) Lay off employees for budgetary reasons, when employee is given advance notice of sixty (60) days.

It is understood that the exercise of the management's rights, specified above, will not violate any provision of this Agreement and that the City will fulfill any legal obligation to bargain.

Any claimed violation of the duty to bargain, as used in this Agreement, shall be reviewable exclusively by the Oregon Employment Relations Board and shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 19 - PERSONNEL FILE

19.1 Employee Review.

Each current employee shall have the right, upon request, to review and obtain, at the expense of the employee, a copy of the employee's personnel file and all files, except ongoing investigation files, related to the employee. The Association shall be furnished a copy of the files or any portion thereof when and to the extent that the file information is relevant to issues of contract or grievance administration. The City may waive copying charges at the City's discretion. Medical records will be disclosed by the City only upon presentation of a valid release signed by the employee. Records compiled prior to the date of employment of an employee may be withheld from disclosure to the Association or the employee.

- (a) The City maintains the official personnel file in Human Resources. To review this file, an employee must contact the Human Resources Director and schedule a time to inspect the file.
- (b) The Police and Fire Departments maintain a supervisory file, which is kept by the Police/Fire Chief or his/her designee. This file contains miscellaneous information such as change of status forms, DPSST forms, commendations and thank you letters, employee performance evaluations and supervisory information. The supervisory file is not the personnel file; however, employees will have access to this file to the same extent as the personnel file by contacting the Chief of Police/Fire and making an appointment.
- (c) There should be nothing of which the employee is not aware in either file.
- (d) An employee may request to have information removed from the personnel and supervisory file by the Chief of Police/Fire. The request will be reviewed and the employee notified of the decision. The City will maintain records in these files which are relevant and timely, and in accordance with section 3 of this Article related to Records Retention.

19.2 Employee Responses.

Each employee may respond in writing to any item placed in that employee's personnel file and that response shall become a part of the file.

19.3 Records Retention.

Counseling, warnings and reprimands and any response written by the employee shall, upon request of the employee, be removed after eighteen (18) months from the date the action is

taken, provided there are no subsequent counseling and warnings or disciplinary actions about the same or similar issues taken during the intervening period of time. All other disciplinary documents may become a permanent record in the personnel file. However, any such document may be removed from that file by mutual consent of the Police/Fire Chief and the affected employee. Any record removed from the personnel file may be maintained in a separate system of records.

19.4 Employee Right to Read and Duty to Sign.

Each employee shall be given the opportunity to read and shall be given the opportunity to sign any written material pertaining to evaluation, performance, or disciplinary actions prior to such information being placed in the official personnel file of that employee. If the employee is not available to work for a period of five (5) days or more, the documentation may be placed in the personnel file with a notation related to the employee's unavailability, provided that on the same day a copy of the material is placed in the employee's mail box at the Police Department in a sealed envelope. Signing does not necessarily indicate agreement. If an employee refuses to sign, the City shall document the refusal with the signature of the presenter and the signature of a witness attesting to the refusal.

ARTICLE 20 - LEGAL DEFENSE FUND

The Association shall take steps periodically necessary to insure that all eligible members of the Seaside Police Department are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. Eligible members include all sworn regular police officers and reserve officers, including police supervisors and command level police executives who are sworn Oregon police officers, as well as non-sworn public safety employees as defined in the Summary Plan Description of the PORAC Legal Defense Fund.

During the first calendar week of December, March, June and September of each year, the City and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay to the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund participation provided for in Article 21 of this Agreement.

[No text follows on this page.]

ARTICLE 21 - TERM AND TERMINATION

This Agreement between the Seaside Public Safety Association and the City of Seaside shall be effective as of July 1, 2023. The term of this Agreement shall be July 1, 2023 through June 30, 2026.

This Agreement shall open for negotiations no later than February 1, 2026.

Elise Rankin, SPSA President, Date

Steve Wright, Mayor, Date

Spencer Kyle, City Manager, Date

Dave Ham, Police Chief, Date


Jon Rahl, Assistant City Manager, Date

Joey Daniels, Seaside Fire Chief, Date

Zach Fleck, Finance Director, Date

APPROVED AS TO FORM:

Traci Anderson
Counsel for the Association



C. Akin Blitz
Labor Counsel for the City

EXHIBIT A
AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the City of Seaside to deduct from my accrued earnings the Amount of \$ _____ per month, to be transmitted to the Secretary/Treasurer of Seaside Police Association as payment of monthly membership dues or payments in lieu of dues as certified to the City from time to time by the Secretary/Treasurer of the Association.

I reserve the right to cancel this authorization by written notification to the City and Association between February 1 and March 1 of any year and at any time following the termination date of the collective bargaining agreement and prior to a successor agreement.

I agree to indemnify, defend and hold the City of Seaside harmless against any suits instituted or claims made against it as a result of this authorization.

Employee Signature

Date Signed

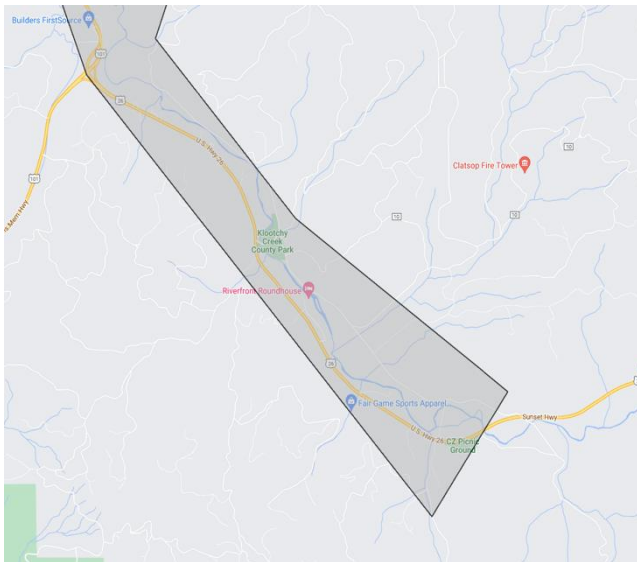
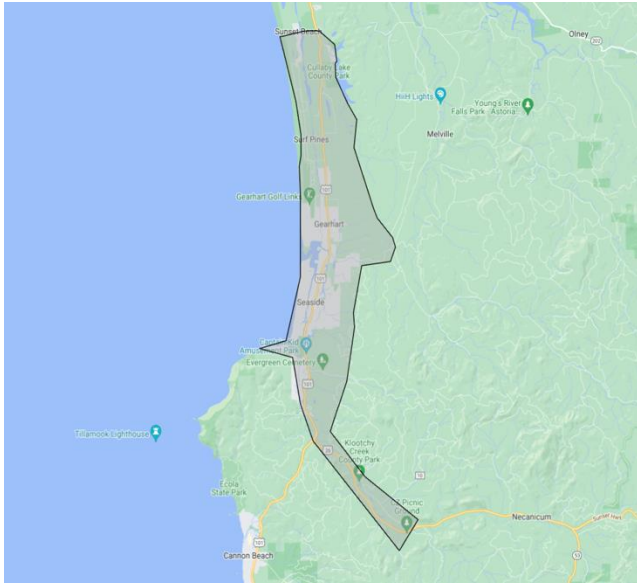
Exhibit B

Seaside Public Safety Association Wage Scale (2023-2026)

Fiscal Year 2023-2024 (9% increase over fiscal year 2022-2023)						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
34	\$49,769	\$52,257	\$54,870	\$57,614	\$60,495	\$63,519
35	\$52,257	\$54,870	\$57,614	\$60,495	\$63,519	\$66,695
36	\$54,870	\$57,614	\$60,495	\$63,519	\$66,695	\$70,030
37	\$57,614	\$60,495	\$63,519	\$66,695	\$70,030	\$73,351
38	\$60,495	\$63,519	\$66,695	\$70,030	\$73,531	\$77,208
39	\$63,519	\$66,695	\$70,030	\$73,531	\$77,208	\$81,068
40	\$66,695	\$70,030	\$73,531	\$77,208	\$81,068	\$85,122
41	\$70,030	\$73,531	\$77,208	\$81,068	\$85,122	\$89,378
Fiscal Year 2024-2025 (2% increase over fiscal year 2023-2024)						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
34	\$50,764	\$53,303	\$55,968	\$58,766	\$61,704	\$64,790
35	\$53,303	\$55,968	\$58,766	\$61,704	\$64,790	\$68,029
36	\$55,968	\$58,766	\$61,704	\$64,790	\$68,029	\$71,431
37	\$58,766	\$61,704	\$64,790	\$68,029	\$71,431	\$75,002
38	\$61,704	\$64,790	\$68,029	\$71,431	\$75,002	\$78,752
39	\$64,790	\$68,029	\$71,431	\$75,002	\$78,752	\$82,690
40	\$68,029	\$71,431	\$75,002	\$78,752	\$82,690	\$86,824
41	\$71,431	\$75,002	\$78,752	\$82,690	\$86,824	\$91,166
Fiscal Year 2025-2026 (2% increase over fiscal year 2024-2025)						
Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
34	\$51,779	\$54,368	\$57,087	\$59,941	\$62,938	\$66,085
35	\$54,368	\$57,087	\$59,941	\$62,938	\$66,085	\$69,389
36	\$57,087	\$59,941	\$62,938	\$66,085	\$69,389	\$72,859
37	\$59,941	\$62,938	\$66,085	\$69,389	\$72,859	\$76,502
38	\$62,938	\$66,085	\$69,389	\$72,859	\$76,502	\$80,327
39	\$66,085	\$69,389	\$72,859	\$76,502	\$80,327	\$84,343
40	\$69,389	\$72,859	\$76,502	\$80,327	\$84,343	\$88,560
41	\$72,859	\$76,502	\$80,327	\$84,343	\$88,560	\$92,988

Range and Position Key		
Range	Position	
36	Emergency Comm. Dispatcher	Note: Range 34, 35, 38 and 40 are not currently in use but placeholders for future positions and additional info.
37	Comm. Service Officer	
39	Firefighter / Officer	
41	Corporal / Lieutenant	

EXHIBIT C



Appendix A

CIS Copay Plan F Alternative Care

Benefits Summary
Effective January 1, 2023



These medical plans are insured by CIS but administered by Regence BlueCross BlueShield (BCBS) of Oregon. This means that CIS, not Regence BCBS, pays for your covered medical services and supplies.

Copay Plan F		
Deductible Per Calendar Year	\$500 Individual \$1,500 Family	
Out-of-Pocket Maximum Per Calendar Year	\$2,500 Individual \$5,500 Family	
Category 1 & 2 - Preferred and Participating Provider <i>(includes deductible and medical copays but does not include prescription copays)</i>		
Category 3 - Non-Preferred Provider <i>(includes deductible and medical copays but does not include prescription copays)</i>		
	\$4,500 Individual \$9,500 Family	
Medical Services	Member Pays Category 1 - Preferred	Member Pays Category 2 - Participating Category 3 - Non-Preferred
Preventive Care Services		
Routine well-baby care, physical examinations, health screenings, and immunizations <i>(for a list of covered services, visit our website regence.com, hover over "Member dashboard" at the top, select Preventive Care from the drop down)</i>	0% for Category 1 & 2 <i>(deductible waived)</i> 40% for Category 3 <i>(after deductible)</i>	
Professional Services		
After Deductible – Member Pays		
Office visits for illness or injury, mental/behavioral health or substance use disorder <i>(primary care, specialist, naturopath or urgent/immediate care center)</i>	\$20 copay <i>(deductible waived)</i>	40%
Outpatient laboratory, radiology, and diagnostic procedures	\$0 up to first \$400 <i>(deductible waived)</i> then 20%	40%
Maternity care	20%	40%
Therapeutic injections including allergy shots	20%	40%
Hospital/Facility Services		
After Deductible - Member Pays		
Ambulatory Surgical Center	10% <i>(20% for all other facilities)</i>	40%
Emergency room care <i>(including professional charges)</i>	20% after \$100 copay <i>(copay waived if admitted)</i>	
Inpatient/outpatient surgery and surgeon fees	20%	40%
Inpatient mental/behavioral health & substance use disorder	20%	20% - Category 2 40% - Category 3
Skilled Nursing Facility – 120 inpatient days per year	20%	40%
Other Services		
After Deductible - Member Pays		
Ambulance	20%	
Rehabilitation Services: <i>Inpatient: Unlimited / Outpatient: 77 visits per year (visit limit shared with Neurodevelopmental therapy)</i>	20%	40%
Hearing Aids- <i>applies to children 18 years or younger or children 19 to 25 enrolled in an accredited education institution</i>	20%	40%
Home health care - 180 visits per year	20%	40%
Hospice – 14 respite days per lifetime	0% <i>(deductible waived)</i>	40%
Durable Medical Equipment	20%	40%
Weight Management/Nutritional Counseling and Bariatric Surgery:		
- Weight management and nutritional counseling visits <i>Four visits per year</i>	0% <i>(deductible waived)</i>	40%
- Bariatric surgery may be covered to treat morbid obesity <i>(participant must meet participation requirements)</i> <i>Limited to one surgery per claimant lifetime</i>	\$1,000 copay then 20% <i>(does not accumulate towards the out-of-pocket maximum)</i>	\$1,000 copay then 40% <i>(does not accumulate towards the out-of-pocket maximum)</i>

Prescription Medication Benefit <i>If you need drugs to treat your illness or condition, your prescription drug coverage is administered through Express Scripts (ES). Please visit Express Scripts' web site at www.express-scripts.com or contact their customer service at 1 (800) 496-4182. Regence BlueCross BlueShield of Oregon assumes no liability for the accuracy of your prescription drug benefits information.</i>	At the Pharmacy (30-day supply) Member Pays	Mail Order thru the Express Scripts Pharmacy Program (90-day supply) Member Pays
Individual deductible per calendar year	No deductible	
Out-of-pocket maximum each calendar year	\$2,500 per person/\$7,500 per family	
Generic drugs	\$10 copay	\$20 copay
Preferred brand drugs	\$40 copay	\$80 copay
Non-Preferred brand drugs	\$100 copay	\$200 copay
Accredo Specialty Pharmacy (30-day supply)		
Specialty Generic	\$50 copay	N/A
Specialty Preferred brand drugs	\$100 copay	N/A
Specialty Non-Preferred brand drugs	\$200 copay	N/A
Limitations and Exceptions	Out-of-pocket limit \$2,500 / claimant / year. Coverage is limited to 30-day supply retail or 90-day supply mail order. Long-term medication fills at participating retail pharmacies may be filled for up to a 90-day supply and will follow the mail order copayment structure. Visit Express Scripts' website for details. Specialty drug coverage is limited to a 30-day supply and must be filled through Accredo Specialty Pharmacy. Specialty medications filled at a retail pharmacy are subject to 100% copayment/coinsurance, and this amount does not accumulate towards the out-of-pocket maximum. Certain preventive items and services as defined by the Affordable Care Act are covered at zero-dollar cost share. Product Selection Cost – If you request and obtain a brand name drug when a generic equivalent is available, you are responsible for the applicable copayment plus the cost difference between the brand name drug and the generic drug.	

Additional Medical Services

Alternative Care Services

Acupuncture and Chiropractic Spinal Manipulations	No deductible, any provider - \$20 Copay – Maximum allowance of 12 visits per calendar year for Acupuncture and 20 visits per calendar year for Chiropractic Spinal Manipulations.
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Other services included in your CIS medical plan	Contact Information
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MDLIVE (Telehealth) - With MDLIVE's telehealth service, you can see a doctor or therapist from home, work or on the go, 24/7/365. Board-certified doctors visit with you by phone or secure video to treat non-emergency medical conditions. They can diagnose symptoms, prescribe medication, and send prescriptions to your pharmacy.	To learn more call 1 (888) 725-3097 or sign on to the CIS Health Manager at www.regence.com and hover on "Programs & Resources", then click on Telehealth.
Chronic Condition Coaching supports and educates members with chronic conditions including hypertension, diabetes, COPD, CAD, CHF, asthma and obesity.	To learn more, please call 1 (866) 865-6725.
BeyondWell - A comprehensive well-being solution for members that integrates wellness activities, goals, rewards and challenges into a single location for a holistic wellness offering.	To learn more, please call 1 (866) 865-6725 or sign on to the CIS Health Manager at www.regence.com and click on BeyondWell.
Case Management - Supports and educates members with serious illnesses or injuries.	To learn more, please call 1 (866) 543-5765 or sign on to the CIS Health Manager at www.regence.com and hover on "Programs & Resources", then click on Case Management.
BabyWise (Childbirth to Newborn resources).	To learn more, call 1 (888) 569-2229 or sign on to the CIS Health Manager at www.regence.com and hover on "Programs & Resources", then click on Maternity.
BlueCard Program (Out of Area Services) – access hospital and physicians when outside the four-state area Regence services (Oregon, Idaho, Utah and Washington) as well as receive care in 200 countries around the world.	Find a provider near you at www.regence.com or call 1 (800) 810-BLUE (2583).



Please note: This benefit summary provides a brief description of your health care plan benefits and is not a guarantee of payment. For a detailed description of your plan benefits, visit www.regence.com on or after January 1, 2023. You must set up an account to review your specific plan booklet.

APPENDIX B

Memorandum of Agreement (MOA)
By and Between
City of Seaside/Seaside Police Department (City) and Seaside Police Association (SPA)
RE: Twelve (12)-Hour Shifts

The City and SPA agree as follows:

1. A. Attachment A (on a separate page) is incorporated as the 12-Hour Shift Police Patrol and Dispatch Work Schedule that is related to this MOA. The 12-hour shift schedule may apply to some or all police and dispatch employees as the City may determine based on staffing and operational considerations.

B. No less than thirty (30) days before a shift change the City must designate in writing to the SPA which police and dispatch positions will be working a 12-Hour Shift. Police Patrol and Dispatch work schedules may include some employee positions in each classification who are and who are not assigned to work the 12-hour shift (i.e.: Detective assignments, School Resource Officer, Records and Property/Evidence positions will work shifts the City deems appropriate in accordance with the current Collective Bargaining Agreement (CBA) between the parties; this determination may vary based on month of the year).

C. At the time the parties developed this MOA, Dispatch employees are not assigned to work 12-hour shifts; this MOA is intended to provide a twelve (12)-hour shift option for Dispatch which the City may but shall not be required to adopt.

2. A. The patrol work hours of the 12-hour shifts will be 0600 to 1800 and 1800 to 0600. There will be four (4) shift teams. The 12-hour shifts will maintain the same fourteen (14) day work schedule rotation.

B. A 12-hour mid-shift (for example, 1200-2400, 1500-0300) may be scheduled and assigned if personnel staffing resources are sufficient to support the shift assignment and Chief of Police determines that such coverage would be operationally advantageous.

C. An employee assigned to a mid-shift assignment can be assigned to cover vacancies for scheduled vacations or other leave of absences, including training assignments, at a maximum of once in a shift bid rotation. A second schedule change can only be in the event a shift team loses a member for the remaining duration of the shift bid, in which case, if there is a schedule change, the employee's schedule change will be permanent for the remaining duration of the shift bid. In the event of such utilization for coverage, notification of necessary schedule changes will comply with the requirements of Article 3.1 of the parties' CBA.

3. A. Shift bidding for the subsequent shift rotation period will occur at the beginning of the previous bid shift rotation period. Commencing with the next shift bid following the execution of this MOA, the shift period rotation will change from a three (3) month rotation to a four (4) month rotation; thereafter, there will be three (3) shift rotations each calendar year of a four (4) month duration, which rotations will occur during the months of February, June and October.

B. Employees exercise seniority to change shifts as per Section 3.4 of the current

CBA. The City will in good faith use a two (2) week window period around the beginning of a shift bid to make the new work schedule changes in a manner to reduce overtime or extra days off. The City will have the right to schedule employees changing from one side of the week to the other side of the week to work as close to an eighty (80) hour two (2) week window period as feasibly possible. Employees will not be required to work partial shifts and will stay on twelve (12) hour work shifts during this two (2) week window period. An employee will not be required to work more than three (3) consecutive twelve (12) hour work shifts and an employee will have at least two (2) days off between their two (2) and three (3) day consecutive work shift blocks. An example of a two (2) week two (2) day on two (2) day off work schedule is attached as Attachment B and demonstrates how to accomplish this schedule change by moving an employee from one side of the week to the other side of the week without incurring extra days off or extra overtime.

C. Employees using approved time off during this transition can work with the City to use their comp time and/or vacation time to adjust for the eighty (80) hours during the 2 work week shift change time period.

D. The City must comply with Article 3.1 of the collective bargaining agreement whenever the City must schedule and direct this time off.

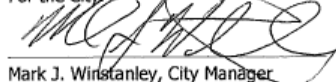
4. Employees assigned to twelve (12)-hour shifts generally shall cover necessary overtime work requirements for the opposite team on the same shift. However, there will be no change in the way overtime is currently posted, and overtime that has been posted and not signed up for within forty-eight (48) hours of the overtime shift start time will be assigned to the opposite shift employee with the least amount of seniority who is not on an approved vacation or other authorized leave.

5. The eight (8) hours of extra work time worked by each patrol officer each twenty-eight (28) calendar work days (2 x 14 day work periods) will be counted and paid as regular rate overtime.

6. As stated in Section 18.1 of the parties' collective bargaining agreement, the City shall retain the right to determine and schedule employees' hours of work, including the elimination of the twelve (12)-hour work shift and return to a 5/8 or 4/10 schedule in the City's discretion. Unless an emergency exists, the City will give at least two (2) weeks' notice of any change from the twelve (12)-hour shift.

IT IS AGREED this 25 day of September, 2017.

For the City:


Mark J. Winstanley, City Manager

For the SPA:


Bill Barnes, President

APPENDIX C

LEAVE DONATION POLICY

LEAVE DONATION

Policy No. 2018-08A

Date: August, 2018

I. PURPOSE

To provide income protection for employees who have exhausted all accrued leave by allowing fellow employees who have sufficient accrued earned leave to donate a portion of their leave to:

Employees adversely affected by a “medical emergency,” meaning an illness or condition or accident or health crisis; or

A bank for the benefit of employees adversely affected by a “major disaster,” meaning employees affected by an event that has caused severe hardship to the employee or the employee’s family member that requires the employee to be absent from work.

As used in this policy, “earned leave” refers to vacation, compensatory time, other forms of personal leave. “Earned leave” as this term is used in this policy does not include sick leave.

II. SCOPE

Any employee who has worked at least six (6) months in a benefits eligible position is eligible to participate in this leave donation program as a recipient. Any employee who has earned leave available for the employee’s own use may participate in this program as a donor.

Donations due to a medical emergency may be made to a leave donation bank administered by the City in accordance with this policy. Donations by any employee may be made for the benefit of any other employee regardless of bargaining unit, non-represented or union-represented status, subject to applicable conditions or restrictions, if any, stated in a collective bargaining agreement.

Donations due to a major disaster may be made only to a bank and not directly between employees.

III. POLICY

City employees are a caring community. As such, when an employee exhausts his/her earned leaves and sick leave balance and is adversely affected by either a medical emergency or major disaster this policy allows those employees who have sufficient accrued earned leave to donate some of their earned leave, if they so elect, to the City’s leave donation bank for the benefit of such employees in need.

Employees receive earned leave accruals as a component of employees’ total compensation, the economic value of which is an earned entitlement the cash value of which employees have earned and which must be paid. Earned leave is treated as a wage benefit under Oregon law. Sick leave represents a short term disability benefit which the City funds when employees

become entitled under the terms of sick leave to receive sick leave benefits. There is no entitlement to be paid the value of an employee's sick leave accrual unless the conditions for sick leave are met and therefore sick leave is not appropriate for donation to others.

An employee may donate a portion of his/her accrued earned leave in one-hour increments to another employee under this Policy if the donee meets the eligibility criteria stated in this policy.

An employee may donate to the leave donation bank when the City has announced that it is accepting donations. Employees who desire to do so must submit a completed Earned Leave Donation Form to the Assistant City Manager or designee, specifying the donor's leave accrual balances and the amount of earned leave hours to be donated. To be valid, the Earned Leave Donation Form must include signatures of the donor and the Assistant City Manager or City Manager or designee, and the donee must submit it at a time when one or more Leave Donation Request Forms have been submitted (or are reasonably anticipated by the donee and the City) and approved.

The Assistant City Manager and City Manager or designee shall have the authority to determine whether or not to authorize earned leave donations, case-by-case, based on the following criteria:

- 1) The qualifying nature of the prospective recipient's extended illness or injury;
- 2) The prospective recipient's history of sick leave use;
- 3) Any documentation provided by the prospective recipient, such as a doctor's note. Verification of an employee's "medical emergency" by a treating physician may be required to establish eligibility to receive donated leave;
- 4) The applicant for donated leave has been employed by the City for six months or more at the time of onset of the qualifying serious health condition or catastrophic event.

The Assistant City Manager, City Manager or designee shall have the authority to approve donations of earned leave and sick leave, and allocations and payments from the Earned Leave Donation Bank, based on the following criteria:

- 1) An employee donee must have exhausted his or her earned leaves and accrued sick leave balances before any donated leave may be applied to fund compensation continuation in accordance with this Policy.
- 2) The employee is not receiving and is ineligible at the time of the donation and during the period that will become compensable from the donated leave balance under this leave donation program, for any other income to which the donee is entitled by reason of City employment (e.g., Workers' Compensation Insurance time loss or disability benefits, or Long Term Disability benefits, or Retirement Plan disability benefits).
- 3) The amount of donated leave transferred to the leave donation bank shall be an amount reasonably estimated as necessary for a known, the prospective recipient (or recipients) due to the prospective recipient's prolonged absence from duty due to medical emergency or major disaster during a future period of employment.

- 4) The donee has applied or when eligible to do so will apply for benefits to which the employee is entitled through PERS, workers' compensation, social security and/or disability insurance. Failure to meet this criterion may be deemed basis to discontinue the City's payment of continuation compensation funded by hours donated to the earned leave donation bank.

Except for extenuating circumstances approved by the City Manager or designee as a basis to increase donations transferred to the leave donation bank, the City will accept donations in amounts sufficient to cover foreseeable, projected salary continuation needs of eligible employees and/or catastrophic circumstances.

A particular donee's need generally will be for a period of ninety (90) calendar days per rolling twelve (12) month period. Eligibility for continuation compensation funded from donated leave allocations from the leave donation bank may be extended by the City based on anticipated contingencies, such as application periods for retirement plan disability retirement and Social Security disability benefits.

If at the time of a donated leave payment for the benefit to an employee that employee is not entitled to City-paid premiums for health insurance and the employee is enrolled as a participant in the City plan or for COBRA continuation, the amount of health insurance premium will be deducted as a non-taxable benefit payment from donated leave payments to pay for the employee's share of health/dental/vision insurance unless the employee has elected not to enroll in COBRA continuation.

Employees are not eligible for donated leave when they are eligible to receive or are receiving worker compensation time loss or disability income replacement payments.

When medical-emergency leave donations are approved for a donee, sufficient donations may be solicited and transferred to the leave donation bank in the administration of this program by the City Manager or designee based on the anticipated needs of identified and anticipated donees. Continuation of compensation for donees will be funded from leave hour debits from the leave donation bank each payroll period.

All leave donations are non-refundable; the excess of transferred leave in the leave donation bank, if any, of donations made for an eligible donee in a particular qualifying circumstance and not needed in a current circumstance, will be retained in the leave donation bank to be applied for the benefit of future donees. In the event a donee is required to pay back to the City benefits for which the employee was not eligible (as described in the donation request form), the City will reinstate the appropriate number of hours to the donation leave bank.

Employees may donate a number of hours in whole hour increments from their earned leave balance without limit applicable to any single donation (provided that no gift may exceed limitations imposed by the Internal Revenue Code and regulations). At the time a gift of earned leave is made by a donor, the donor may elect in writing in the donor's leave donation application request to donate from the donor's sick leave balance, an amount of sick leave hours equal to or less than the number of earned leave hours then being donated.

The City reserves the right to determine and permit transfer of only enough donated leave to cover the recipient's reasonably current, anticipated need, and to increase the amount and inform City employees of evolving needs for additional donations. Additional donated leave may be approved subject to factors listed in this Policy. The City Manager or designee may suspend or end the transfer of donated hours to the leave donation bank when it appears the leave donation bank has a sufficient leave balance to meet foreseeable needs. In doing so the City Manager may make determinations and limitations calculated to bridge compensated status to the anticipated date of recovery or, in the case of an employee whose prognosis is predictive of inability to return to work, bridge the time through the end of protected FMLA leave, or retirement disability or LTD benefit eligibility or otherwise. Such determinations shall be made in the City's discretion as the City determines appropriate and compassionate under the circumstances, with regard to current and reasonably foreseeable eligible donees.

All donations of leave will be transferred on an hour-for-hour basis, and shall not be subject to salary conversion based on the donor's or a donee's relative rates of pay. Donated leave in the leave donation bank will be paid at the recipient's/donee's current rate of pay.

Employees who have received compensation continuation funded by leaves donated to the leave donation bank will not receive payment for any donated hours not used for the benefit of the donee as continuation of compensation during the period the donee is eligible to be paid under this policy. If, for any reason, an employee has leave accruals in the employee's bank earned during the period compensation was funded through donated leave, such accruals shall be transferred to the leave donation bank at the end of the eligibility period when the employee returns to paid and active status or separates from employment.

This policy and the Leave Donation Program does not establish for the benefit of any employee a right to receive continuation compensation at any time or in any amount other than the compensation paid by the City during a period of eligibility in the City's discretion in the administration of this program irrespective of the availability of hours in the City's leave donation bank.

This policy is not subject to the grievance or arbitration section of any collective bargaining agreement, nor is it subject to any appeal procedure provided under the Personnel Policies.

The Assistant City Manager or designee will insure the proper paperwork for each donation is completed and is responsible for the administration of this Leave Donation Program.

**LEAVE DONATION REQUEST FORM (Confidential)
(Policy Leave Donation Policy No. 2018-08A)**

PLEASE PRINT IN INK OR TYPE:

Last Name _____ First Name _____ M.I. _____

Department _____

Date Last Worked _____

According to provisions of the Leave Donation Program,

I _____ hereby request donated leave for qualifying compensation continuation.

My signature below certifies that:

- 1) Either I have (or qualified family member has) an FMLA/OFLA-qualifying medical condition or I am affected by a major disaster that will require me to be absent for a prolonged period from my position or any other position made available to me by the City of Seaside and the City Manager or designee has approved a leave of absence in relation to an illness, injury or qualifying catastrophic circumstance concerning which I have provided substantiation deemed satisfactory by the City Manager or Assistant City Manager to establish my eligibility.
- 2) I agree to provide status updates in accordance with the requests of the City Manager or designee reasonably related to validating my continued eligibility, including medical record releases limited in scope and appropriate for this purpose.
- 3) I have exhausted all of my sick leave, vacation and compensatory time accruals; or expect that my current serious health condition or time off due to catastrophic circumstances will result in exhaustion of these balances on or before _____.
- 4) I am not eligible to receive wage continuation or disability income from another source. "Disability income" may include workers' compensation, Social Security disability, retirement plan disability retirement, or group disability insurance benefits.
- 5) I understand that if I receive "disability income" while I am receiving salary continuation and leave donation benefits, I must repay the City the net payments received from the Leave Donation Program for the dates covered by other disability income source(s).

Payment to the City must be made within 14 days of receiving the other disability income and/or the City may discontinue all further leave donation benefits under this Policy, and I will be deemed to have given my permission to the City to withhold from my future wages and other benefit payments the appropriate amount as an overpayment of wage compensation paid inappropriately.

The starting date for using leave donations, if application is approved, is based on the date your application is received by the City Manager or designee. If you are requesting approval of your application, with a leave start date prior to the date your application is submitted, YOU MUST 1) NOTE ON THE APPLICATION FORM YOU ARE REQUESTING RETROACTIVE APPROVAL, AND 2) INCLUDE DOCUMENTATION TO SUPPORT YOU WERE MEDICALLY INCAPACITATED AND UNABLE TO SUBMIT YOUR APPLICATION EARLIER – or – DOCUMENTATION TO SUPPORT YOUR WORKERS' COMPENSATION CLAIM/APPEAL – or – DOCUMENTATION TO SUPPORT ANY OTHER BASIS FOR ELIGIBILITY. You may record this information on the back of this application, or contact the City Manager, Assistant City Manager or designee for assistance.

Employee Signature _____ Date _____

APPROVED: _____ Date _____
City Manager or authorized designee

City Notifications

I **do** authorize the use of my name in requesting donations of leave from fellow City employees. **Sign this area to authorize the release of your name.**

Employee Signature _____ Date _____

I **do not** authorize the use of my name in requesting donations of leave from fellow City employees. **Sign this area if you do not want your name released.**

Employee Signature _____ Date _____

**LEAVE DONATION FORM
(Policy 2018-08A)**

Donor Last Name _____ First Name _____ M.I. _____

Department _____

1) I authorize the City of Seaside to deduct from my accrued earned leave balances the number of hours indicated below which may be used by an eligible employee affected by a medical emergency or major disaster as defined in the City leave donation policy for the benefit of a City employee with a current need, with the understanding that a portion of my donation may be applied and/or retained in the donated leave bank for the benefit of an employee with a future need.

2) I am donating these hours freely and have not been forced or coerced into doing so. I understand that my donation is not refundable once my hours have been transferred to the leave donation bank. The City will process donations and transfer leave hours to the leave donation bank in accordance with this policy and will make eligible transfers in the order donations are received. I understand that in some circumstances, based on the donations received in excess of reasonably anticipated needs, the City may hold donations in abeyance and process them at a later time. I understand that if leave I have donated is not transferred to the leave donation bank within the ninety (90) days following the date I donated the leave and signed this Form, then I may recall and rescind my donation in writing provided that I do so before the hours I donated have been transferred.

3) I understand that all donations are transferred on an hour-for-hour basis and shall not be subject to any salary conversion. Donated leave added to the donated leave bank and thereafter shall be paid at the recipient's current rate of pay.

4) I understand that I may not donate time which I would otherwise forfeit. (Example: Employees who have reached their maximum accrual of earned leave hours may not donate earned leave which has not yet been accrued and posted to the employee's earned leave balance in the City payroll system.)

5) I understand that because of medical confidentiality laws that the city is under no obligation to share with me the purpose for the request of donated time other than that the affected employee request is in compliance with the policy and has illustrated a viable need for leave donation.

6) My donation, once processed and transferred to the leave donation bank is irrevocable and non-refundable.

7) The hours I donate will be deducted from my leave balances when transferred to the donated leave bank. I wish to donate my earned leave as follows:

Vacation whole hour increments only	Comp Time whole hour increments only	Holiday whole hour increments only	Executive Leave whole hour increments only	Total Earned Leave whole hour increments only

Donor Signature _____ Date _____

Submit original signed and completed form to Human Resources.

FOR PAYROLL ACCOUNTING USE ONLY

EMPLOYEE/DONOR NAME	DEPT.	VACATION DONATED	VACATION AVAILABLE	LEAVE HOURS	BALANCE AVAILABLE	SICK LEAVE BALANCE AVAILABLE	COMP TIME	OTHER PERSONAL LEAVE
Verified								

Date donation confirmed: _____

Date donation transferred to Bank: _____



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Business office
Subject: FY2023 Budget Adjustments
Type of Item: Resolution

Introduction:

This resolution authorizes budget adjustments that occur in the fiscal year 2022-2023 Seaside City Budget.

Background:

The Seaside City Council must authorize adjustments that are made to the adopted budget document. These changes will not result in an addition to the Seaside City Budget that exceeds 10% of the operational budget.

Department Review:

Necessary budget adjustments for fiscal year 2022-2023 will total \$1,176,000. All of the budget overages have been covered by either savings elsewhere or contingency. None of the budget amendments will result in additions to the budget that exceed the 10% threshold that will necessitate a supplemental budget.

Budget Impact:

All of the requested budget adjustments have been accomplished within the applicable funds and result in no changes to the ending fund balances with one exception. Capital costs for the Emergency Preparation Fund have exceeded the fund's ability to cover them with other savings. We anticipated that we would receive grants in this fiscal year that would cover much of that work, but they have yet to materialize. As a result, the Emergency Preparation Fund is being supplemented with a \$55,000 transfer from the Capital Improvements and Maintenance Fund.

Requested Action:

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

"I move to read Resolution #4023 by title only."

followed by:

"I move to adopt Resolution #4023."

Alternatives:

City Council could choose not to take action on any of the adjustments that are being recommended. That may result in negative fund balances in certain funds.

Attachments:

1. Resolution #4023

Resolution #4023

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE
2022-2023 CITY OF SEASIDE BUDGET**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adjusts the 2022-2023 budget as follows:

General Fund Requirements			
Department	Present	Changes	New
Mayor and Council	\$ 26,030	\$ 30,000	\$ 56,030
City Attorney	\$ 54,100	\$ -	\$ 54,100
Business Office	\$ 892,267	\$ 20,000	\$ 912,267
Library	\$ 880,705	\$ -	\$ 880,705
Community Center	\$ 75,700	\$ -	\$ 75,700
Non Departmental	\$ 547,900	\$ -	\$ 547,900
Special Payments	\$ 750	\$ -	\$ 750
Debt Service	\$ 267,994	\$ -	\$ 267,994
Interfund Transfers	\$ 5,270,928	\$ -	\$ 5,270,928
Contingency	\$ 300,000	\$ (50,000)	\$ 250,000
Total Appropriations	\$ 8,316,374	\$ -	\$ 8,316,374
Ending Fund Balance	\$ 2,969,151	\$ -	\$ 2,969,151

The purpose of this adjustment is to provide funding for Council Chambers upgrades and training, and City Hall recruitment costs.

Water Fund Requirements			
Category	Present	Changes	New
Personnel	\$ 878,894	\$ -	\$ 878,894
Materials and Services	\$ 658,250	\$ 200,000	\$ 858,250
Capital	\$ 245,000	\$ (100,000)	\$ 145,000
Debt Service	\$ 240,576	\$ -	\$ 240,576
Transfers	\$ 824,104	\$ -	\$ 824,104
Special Payments	\$ 1,284,762	\$ -	\$ 1,284,762
Contingency	\$ 100,000	\$ (100,000)	\$ -
Total Appropriations	\$ 4,231,586	\$ -	\$ 4,231,586
Ending Fund Balance	\$ 423,686	\$ -	\$ 423,686

The purpose of this adjustment is to provide funding for an unbudgeted bad debt expense and additional costs for the water treatment plant.

Sewer Fund Requirements			
Category	Present	Changes	New
Personnel	\$ 756,135	\$ -	\$ 756,135
Materials and Services	\$ 832,613	\$ 390,000	\$ 1,222,613
Capital	\$ 245,000	\$ -	\$ 245,000
Debt Service	\$ 405,345	\$ -	\$ 405,345
Transfers	\$ 3,769,025	\$ (240,000)	\$ 3,529,025
Special Payments	\$ -	\$ -	\$ -
Contingency	\$ 150,000	\$ (150,000)	\$ -
Total Appropriations	\$ 6,158,118	\$ -	\$ 6,158,118
Ending Fund Balance	\$ 944,711	\$ -	\$ 944,711

To provide funding for unexpected costs related to manhole lining, dryer prep, plant maintenance, and emergency repairs.

Convention Center Fund Requirements			
Category	Present	Changes	New
Personnel	\$ 1,142,515	\$ 50,000	\$ 1,192,515
Materials and Services	\$ 1,471,050	\$ -	\$ 1,471,050
Debt Service	\$ 1,141,050	\$ -	\$ 1,141,050
Transfers	\$ 199,301	\$ -	\$ 199,301
Contingency	\$ 450,000	\$ (50,000)	\$ 400,000
Total Appropriations	\$ 4,403,916	\$ -	\$ 4,403,916
Ending Fund Balance	\$ 8,018,410	\$ -	\$ 8,018,410

To fund increased overtime costs due to increased event schedule.

Visitors Bureau Fund Requirements			
Category	Present	Changes	New
Personnel	\$ 309,453	\$ 10,000	\$ 319,453
Materials and Services	\$ 815,100	\$ -	\$ 815,100
Capital	\$ 1,000,000	\$ -	\$ 1,000,000
Transfers	\$ 6,730,631	\$ -	\$ 6,730,631
Contingency	\$ 200,000	\$ (10,000)	\$ 190,000
Total Appropriations	\$ 9,055,184	\$ -	\$ 9,055,184
Ending Fund Balance	\$ 524,434	\$ -	\$ 524,434

To fund costs associated with overtime and paid family leave.

Public Works Fund Requirements			
Department	Present	Changes	New
Public Works	\$ 1,047,071	\$ -	\$ 1,047,071
City Parks	\$ 222,157	\$ 25,000	\$ 247,157
Interfund Transfer	\$ 102,317	\$ -	\$ 102,317
Contingency	\$ 50,000	\$ (25,000)	\$ 25,000
Total Appropriations	\$ 1,421,545	\$ -	\$ 1,421,545
Ending Fund Balance	\$ 510,157	\$ -	\$ 510,157

To fund increased materials costs in City Parks.

Public Safety Fund Requirements			
Department	Present	Changes	New
Municipal Court	\$ 202,512	\$ 25,000	\$ 227,512
Police	\$ 4,679,898	\$ (100,000)	\$ 4,579,898
Lifeguards	\$ 84,731	\$ -	\$ 84,731
Fire	\$ 1,873,766	\$ 275,000	\$ 2,148,766
Non-Departmental	\$ 45,000	\$ -	\$ 45,000
Interfund Transfers	\$ 506,623	\$ -	\$ 506,623
Contingency	\$ 200,000	\$ (200,000)	\$ -
Total Appropriations	\$ 7,592,530	\$ -	\$ 7,592,530
Ending Fund Balance	\$ 2,148,397	\$ -	\$ 2,148,397

To fund costs associated with the municipal judge.

To fund ambulance service, Fire overtime and personnel upgrades.

Downtown Maintenance Fund Requirements			
Category	Present	Changes	New
Materials and Services	\$ 87,249	\$ 4,500	\$ 91,749
Interfund Transfers	\$ 7,618	\$ -	\$ 7,618
Contingency	\$ 10,000	\$ (4,500)	\$ 5,500
Total Appropriations	\$ 104,867	\$ -	\$ 104,867
Ending Fund Balance	\$ 7,342	\$ -	\$ 7,342

To fund costs associated with downtown beautification contracts.

Emergency Preparation Fund Requirements			
Category	Present	Changes	New
Personnel	\$ 51,079	\$ -	\$ 51,079
Materials and Services	\$ 82,700	\$ (50,000)	\$ 32,700
Capital	\$ 20,000	\$ 115,000	\$ 135,000
Contingency	\$ 35,000	\$ (10,000)	\$ 25,000
Total Appropriations	\$ 188,779	\$ 55,000	\$ 243,779
Ending Fund Balance	\$ 52,600	\$ -	\$ 52,600

Capital Improvements and Maintenance Fund Requirements			
Category	Present	Changes	New
Materials and Services	\$ 25,500	\$ -	\$ 25,500
Capital	\$ 695,550	\$ (55,000)	\$ 640,550
Total Appropriations	\$ 721,050	\$ (55,000)	\$ 666,050
Ending Fund Balance	\$ 416,778	\$ -	\$ 416,788

The changes in Emergency Preparation and Capital Improvements and Maintenance will fund the costs associated with the build out of the Emergency Operations Center. These two changes should be considered together.

911 Special Revenue Fund Requirements			
Category	Present	Changes	New
Personnel	\$ 116,822	\$ 1,500	\$ 118,322
Materials and Services	\$ 6,525	\$ (1,500)	\$ 5,025
Capital	\$ 303,931	\$ -	\$ 303,931
Total Appropriations	\$ 427,278	\$ -	\$ 427,278
Ending Fund Balance	\$ 309,670	\$ -	\$ 309,670

To fund overage in overtime and paid family leave.

PASSED by the Council of the City of Seaside this ___ day of _____, 2023.

SUBMITTED to the Mayor and APPROVED by the Mayor this ___ day of _____, 2023.

STEVE WRIGHT, MAYOR

ATTEST:

Spencer Kyle, City Manager



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: FY2023 Road District Budget Adjustments
Type of Item: Resolution

Introduction:

This resolution authorizes budget adjustments that occur in the fiscal year 2022-2023 Seaside Road District Budget.

Background:

The Seaside City Council must authorize adjustments that occur within the appropriated fiscal year budgets.

Department Review:

City Council will be authorizing the Finance Department to process a budget adjustments to the Seaside Road District Budget. This adjustment will be budget neutral, but will reallocate \$30,000 from capital to materials and services.

Budget Impact:

This action will result in a reallocation of \$30,000 from the Road District capital budget to the Road District Materials and Services budget. The net effect is neutral to the budget.

Requested Action:

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

“I move to read Resolution #4024 by title only.”

followed by:

“I move to adopt Resolution #4024.”

Alternatives:

The City Council could choose not to take action on this resolution; however, it would result in the Road District budget being overspent in materials and services.

Attachments:

1. Resolution #4024

Resolution #4024

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE 2022-2023
CITY OF SEASIDE ROAD DISTRICT BUDGET

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adjusts the 2022-2023 Road District budget as follows:

Road District Fund Requirements			
Category	Present	Changes	New
Materials and Services	\$ 9,100	\$ 30,000	\$ 39,100
Capital	\$ 530,351	\$ (30,000)	\$ 500,351
Transfers	\$ 1,301,812	\$ -	\$ 1,301,812
Total Appropriations	\$ 1,841,263	\$ -	\$ 1,841,263
Ending Fund Balance	\$ 1,807,279	\$ -	\$ 1,807,279

To fund costs associated with street maintenance.

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



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: FY2024 Road District Budget
Type of Item: Resolution

Introduction:

This resolution authorizes the fiscal year 2023-2024 Seaside Road District Budget.

Background:

The Seaside Road District is a special taxing district in Seaside that exists to repair and maintain the already improved roads within the District.

Department Review:

City Council will be appropriating the fiscal year 2024 budget for the Seaside Road District in the amount of \$938,579.

Budget Impact:

There is no direct budget impact to this decision. Council may vote to alter this budget in any way they deem necessary.

Requested Action:

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

“I move to read Resolution #4025 by title only.”

followed by:

“I move to adopt Resolution #4025.”

Alternatives:

The City Council could choose not to take action on this resolution. The result of that action will be that no expenditures or balances will be authorized within the Road District Fund.

Attachments:

1. Resolution #4025

RESOLUTION #4025

A RESOLUTION ADOPTING AND APPROPRIATING THE 2023-2024 SEASIDE ROAD DISTRICT BUDGET

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Seaside hereby adopts the budget for the Seaside Road District for fiscal year 2023-2024, in the sum of \$938,579 now on file at Seaside City Hall; and

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2023, and for the purposes show below are hereby appropriated as follows:

Seaside Road District	
Materials and Services	\$51,800
Capital Outlay	\$348,000
Interfund Transfers	\$35,982
Total Seaside Road District	\$435,782
Total Unallocated Ending Fund Balance	\$502,797
Total 2023-2024 Appropriation	\$938,579
Total 2023-2024 Adopted Budget	\$938,579

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



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: FY2024 Road District Budget Ad Valorem Taxes
Type of Item: Resolution

Introduction:

This resolution authorizes the ad valorem taxes for fiscal year 2023-2024 Seaside Road District Budget.

Background:

In addition to appropriating the actual dollar amount for next year's budget, Council must authorize the City to collect ad valorem (property) taxes. Ad valorem taxes in this case are property taxes. Oregon defines your property's assessed value as the lower of its real market value or its maximum assessed value.

Department Review:

City Council will be approving an ad valorem rate for the Seaside Road District of \$0.3036 per \$1,000 of assessed value.

Budget Impact:

This decision sets the budget for the road district.

Requested Action:

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

"I move to read Resolution #4026 by title only."

followed by:

"I move to adopt Resolution #4026."

Alternatives:

The City Council could choose not to take action on this resolution. The result of that action will be that the City will not be authorized by the County or State to collect property taxes for the district.

Attachments:

1. Resolution #4026

RESOLUTION #4026

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, SEASIDE ROAD DISTRICT, LEVYING AND CATEGORIZING AD VALOREM TAXES FOR THE TAX YEAR 2023-2024

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. That the City of Seaside hereby imposes the taxes provided for in the adopted budget at the rate of \$0.3036 per \$1,000 of assessed value for the Seaside Road District; and that these taxes are hereby imposed and categorized for the tax year 2023-2024 upon the assessed value of all taxable property within the district.

	Subject to the General Government Limitation	Excluded from the Limitation
District Road	\$0.3036/\$1,000	\$0

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



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: FY2024 Seaside City Budget
Type of Item: Resolution

Introduction:

This resolution adopts and approves the Seaside City Budget for the fiscal year beginning on July 1, 2023.

Background:

Each year the Seaside Budget Committee works to recommend a budget to the Seaside City Council for adoption. This year, the Seaside Budget Committee recommended a budget of \$94,980,819.

Department Review:

City Council will be approving the fiscal year 2024 budget for the Seaside City Budget in the amount of \$94,839,147.

It should be noted that this number is lower than the amount that was recommended by the Budget Committee. The public notice had the lower number as well. That was an error on my part, as I should have noticed the amount that the Budget Committee recommended.

When we closed the books on the month of May in the current fiscal year, we also updated the revenue numbers to that point. In that update, it also updated revenue numbers for the next fiscal year, as those were dependent on revenue collections for this year. In turn that worked through our model and updated the ending fund balances to reflect the new revenue projections.

This change increased some revenues and lowered others throughout the budget. The net result of this change is a reduction of the budgeted revenues by \$141,672 spread through 35 different funds. The expenses have changed. This should not affect the operations of the City. The City has sufficient revenue for operations. Staff will continue to monitor revenue as it comes in throughout the year and would not start any capital projects without having the needed funds prior to project approval.

I have spoken with the Department of Revenue and they are aware of the error. We do not need to re-notice the budget because the error was made in good faith and the overall budget has not increased. For reference, the statute that references this situation is ORS 294.451 and can be found at this address: https://oregon.public.law/statutes/ors_294.451.

Budget Impact:

This resolution will set the budget for the City for fiscal year 2023-24.

Requested Action:

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

“I move to read Resolution #4027 by title only.”

followed by:

"I move to adopt Resolution #4027."

Alternatives:

The City Council could choose not to take action on this resolution. The result of that action will be that the City will not be authorized to expend funds in fiscal year 2024.

Attachments:

1. Resolution #4027

RESOLUTION #4027

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADOPTING AND APPROPRIATING
THE 2023-2024 CITY OF SEASIDE BUDGET**

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Seaside hereby adopts the budget for the City of Seaside for the fiscal year 2023-2024, in the sum of \$94,839,147 now on file at Seaside City Hall; and

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning on July 1, 2023, and for the purposes shown below are hereby appropriated as follows.

General Fund				Appropriation	
	Mayor and Council			\$	39,942
	City Attorney			\$	102,500
	Business Office			\$	1,151,421
	Library			\$	904,175
	Community Center			\$	66,395
	Non-Departmental			\$	653,700
	Special Payments			\$	750
	Debt Service			\$	264,119
	Interfund Transfers			\$	4,941,000
	Contingency			\$	100,000
			Total Appropriations		\$ 8,224,002
			Unappropriated Ending Fund Balance		\$ 4,376,293
			Total General Fund		\$ 12,600,295

Public Safety Fund				Appropriation	
	Municipal Courts			\$	209,529
	Police			\$	7,180,753
	Lifeguards			\$	98,472
	Fire			\$	2,921,625
	Non-Departmental			\$	40,000
	Interfund Transfer			\$	812,734
			Total Appropriations		\$ 11,263,113
			Unappropriated Ending Fund Balance		\$ 1,162,572
			Total Public Safety Fund		\$ 12,425,685

Community Development				Appropriation	
	Planning			\$	561,286
	Building			\$	434,890
	Interfund Transfer			\$	89,656
			Total Appropriations		\$ 1,085,832
			Unappropriated Ending Fund Balance		\$ 1,358,343
			Total Community Development Fund		\$ 2,444,175

Public Works				Appropriation	
	Public Works			\$	1,168,371
	Parks			\$	179,860
	Interfund Transfer			\$	104,552
			Total Appropriations		\$ 1,452,783
			Unappropriated Ending Fund Balance		\$ 481,977
			Total Public Works Fund		\$ 1,934,760

Water				Appropriation	
	Personnel			\$	1,018,080
	Materials and Services			\$	597,300
	Capital Outlay			\$	1,065,000
	Debt Service			\$	936,395
	Interfund Transfers			\$	318,488
	Contingency			\$	50,000
			Total Appropriations		\$ 3,985,263
			Unappropriated Ending Fund Balance		\$ 625,994
			Total Water Fund		\$ 4,611,257

System Development - Water				Appropriation	
	Materials and Services			\$	25,000
	Capital Outlay			\$	500,000
			Total Appropriations		\$ 525,000
			Unappropriated Ending Fund Balance		\$ 461,720
			Total Systems Development - Water Fund		\$ 986,720

Watershed Enhancement				Appropriation	
	Materials and Services			\$	15,000
	Capital Outlay			\$	450,000
			Total Appropriations		\$ 465,000
			Unappropriated Ending Fund Balance		\$ 66,318
			Total Watershed Enhancement Fund		\$ 531,318

Sewer					Appropriation	
	Personnel				\$	788,128
	Materials and Services				\$	912,305
	Capital Outlay				\$	150,000
	Debt Service				\$	647,893
	Interfund Transfers				\$	362,918
	Contingency				\$	150,000
				Total Appropriations		\$ 3,011,244
				Unappropriated Ending Fund Balance		\$ 1,157,677
				Total Sewer Fund		\$ 4,168,921

Systems Development - Sewer					Appropriation	
	Capital Outlay				\$	500,000
				Total Appropriations		\$ 500,000
				Unappropriated Ending Fund Balance		\$ 1,356,303
				Total Systems Development - Sewer Fund		\$ 1,856,303

Sewer Reserve					Appropriation	
				Total Appropriations		\$ -
				Unappropriated Ending Fund Balance		\$ 398,604
				Total Sewer Reserve Fund		\$ 398,604

Sewer Replacement Fund					Appropriation	
	Materials and Services				\$	100,000
	Capital Outlay				\$	3,913,301
				Total Appropriations		\$ 4,013,301
				Unappropriated Ending Fund Balance		\$ 4,818
				Total Sewer Replacement Fund		\$ 4,018,119

Convention Center Enterprise				Appropriation	
	Personnel			\$	1,227,201
	Materials and Services			\$	1,439,150
	Debt Service			\$	1,141,050
	Interfund Loans			\$	2,150,000
	Interfund Transfers			\$	388,368
	Contingency			\$	300,000
			Total Appropriations		\$ 6,645,769
			Unappropriated Ending Fund Balance		\$ 10,368,504
			Total Convention Center Enterprise Fund		\$ 17,014,273

Convention Center Capital				Appropriation	
	Materials and Services			\$	10,000
	Capital Outlay			\$	1,775,000
			Total Appropriations		\$ 1,785,000
			Unappropriated Ending Fund Balance		\$ 590,806
			Total Sewer Replacement Fund		\$ 2,375,806

Convention Center Bond Reserve				Appropriation	
			Total Appropriations		\$ -
			Unappropriated Ending Fund Balance		\$ 2,835,995
			Total Convention Center Bond Reserve Fund		\$ 2,835,995

Visitors Bureau				Appropriation	
	Personnel			\$	327,271
	Materials and Services			\$	835,600
	Debt Service			\$	1,070,000
	Special Payments			\$	12,000
	Interfund Transfers			\$	265,000
	Contingency			\$	200,000
			Total Appropriations		\$ 2,709,871
			Unappropriated Ending Fund Balance		\$ 2,280,191
			Total Visitors Bureau Fund		\$ 4,990,062

State Tax Fund - Street				Appropriation	
	Materials and Services			\$	233,200
	Capital Outlay			\$	150,000
	Interfund Transfers			\$	534,488
			Total Appropriations		\$ 917,688
			Unappropriated Ending Fund Balance		\$ 239,463
			Total State Tax - Street Fund		\$ 1,157,151

Downtown Maintenance				Appropriation	
	Materials and Services			\$	89,750
	Interfund Transfers			\$	8,078
	Contingency			\$	7,000
			Total Appropriations		\$ 104,828
			Unappropriated Ending Fund Balance		\$ 17,871
			Total Downtown Maintenance Fund		\$ 122,699

911 Special Revenue Fund				Appropriation	
	Personnel			\$	127,085
	Materials and Services			\$	6,500
	Capital Outlay			\$	300,000
			Total Appropriations		\$ 433,585
			Unappropriated Ending Fund Balance		\$ 9,347
			Total 911 Special Revenue Fund		\$ 442,932

Economic Development				Appropriation	
	Materials and Services			\$	12,000
			Total Appropriations		\$ 12,000
			Unappropriated Ending Fund Balance		\$ 2,135
			Total Economic Development Fund		\$ 14,135

Emergency Readiness				Appropriation	
	Personnel			\$	44,494
	Materials and Services			\$	50,200
	Capital Outlay			\$	10,000
			Total Appropriations	\$	104,694
			Unappropriated Ending Fund Balance	\$	33,636
			Total Downtown Maintenance Fund	\$	138,330

Fire Equipment (18)				Appropriation	
			Total Appropriations	\$	-
			Unappropriated Ending Fund Balance	\$	2,729
			Total Fire Equipment (18) Fund	\$	2,729

American Rescue Plan				Appropriation	
	Capital Outlay			\$	1,565,790
			Total Appropriations	\$	1,565,790
			Unappropriated Ending Fund Balance	\$	-
			Total American Rescue Plan Fund	\$	1,565,790

Fire Equipment (23)				Appropriation	
	Capital Outlay			\$	1,100,000
	Interfund Transfers			\$	150,000
			Total Appropriations	\$	1,250,000
			Unappropriated Ending Fund Balance	\$	460,000
			Total Fire Equipment (23) Fund	\$	1,710,000

Tourism Activities				Appropriation	
	Interfund Transfers			\$	9,310,000
			Total Appropriations	\$	9,310,000
			Unappropriated Ending Fund Balance	\$	7,423
			Total Tourism Activities Fund	\$	9,317,423

Special Assessments				Appropriation	
	Loan Repayment			\$	68,024
			Total Appropriations	\$	68,024
			Unappropriated Ending Fund Balance	\$	6,694
			Total Special Assessments Fund	\$	74,718

Systems Development - Parks				Appropriation	
	Materials and Services			\$	75,000
			Total Appropriations	\$	75,000
			Unappropriated Ending Fund Balance	\$	726,569
			Total Systems Development - Parks Fund	\$	801,569

Systems Development - Roads				Appropriation	
			Total Appropriations	\$	-
			Unappropriated Ending Fund Balance	\$	76,511
			Total Systems Development - Roads Fund	\$	76,511

Capital Improvements and Maintenance				Appropriation	
			Total Appropriations	\$	-
			Unappropriated Ending Fund Balance	\$	722,570
			Total Capital Improvements and Maintenance Fund	\$	722,570

Prom Improvement				Appropriation	
	Capital Outlay			\$	105,000
	Contingency			\$	75,000
			Total Appropriations	\$	180,000
			Unappropriated Ending Fund Balance	\$	673,962
			Total Prom Improvement Fund	\$	853,962

Parks Construction				Appropriation	
	Capital Outlay			\$	25,000
			Total Appropriations	\$	25,000
			Unappropriated Ending Fund Balance	\$	275,046
			Total Parks Construction Fund	\$	300,046

Street Construction				Appropriation	
	Capital Outlay			\$	1,000,000
			Total Appropriations	\$	1,000,000
			Unappropriated Ending Fund Balance	\$	2,453,099
			Total Street Construction Fund	\$	3,453,099

Airport				Appropriation	
	Materials and Services			\$	2,750
	Capital Outlay			\$	30,000
			Total Appropriations	\$	32,750
			Unappropriated Ending Fund Balance	\$	14,252
			Total Airport Fund	\$	47,002

Amort. Bond Premium (Water GO Bond)				Appropriation	
	Debt Service			\$	434,700
			Total Appropriations	\$	434,700
			Unappropriated Ending Fund Balance	\$	325,501
			Total Amort. Bond Premium (Water GO Bond) Fund	\$	760,201

Library Trust				Appropriation	
	Materials and Services			\$	7,000
			Total Appropriations	\$	7,000
			Unappropriated Ending Fund Balance	\$	78,987
			Total Library Trust Fund	\$	85,987

Downtown Maintenance				Appropriation	
	Materials and Services			\$	89,750
	Interfund Transfers			\$	8,078
	Contingency			\$	7,000
			Total Appropriations	\$	104,828
			Unappropriated Ending Fund Balance	\$	17,871
			Total Downtown Maintenance Fund	\$	122,699

Total Appropriations		<u>\$ 61,187,237</u>	
Total Unappropriated Ending Fund Balance			<u>\$ 33,651,910</u>
Total 2023-2024 Adopted Budget			<u>\$ 94,839,147</u>

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



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: FY2024 Seaside City Budget Ad Valorem Taxes
Type of Item: Resolution

Introduction:

This resolution authorizes the ad valorem taxes for fiscal year 2023-2024 Seaside City Budget.

Background:

In addition to appropriating the actual dollar amount for next year’s budget, Council must authorize the City to collect ad valorem (property) taxes. Ad valorem taxes in this case are property taxes. Oregon defines your property’s assessed value as the lower of its real market value or its maximum assessed value.

Department Review:

City Council will be approving an ad valorem rate for the Seaside City Budget of \$3.1696 per \$1,000 of assessed value. They will also be approving the Fire Levy funding in the amount of \$460,000, of which \$150,000 will be transferred to Seaside Fire and Rescue to fund the Training Officer. City Council will also approve the assessment of the Water General Obligation Debt, which is not subject to the permanent limits imposed by the State, rather it has been approved by the voters of Seaside. Finally, City Council will approve assessments for the Downtown Maintenance District in the amount of \$110,000 to provide for trash removal and beautification of the Downtown Core area.

Budget Impact:

This tax rate will set the budget for fiscal year 2023-24.

Requested Action:

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

“I move to read Resolution #4028 by title only.”

followed by:

“I move to adopt Resolution #4028.”

Alternatives:

The City Council could choose not to take action on this resolution. The result of that action will be that the City will not be authorized by the County or State to collect property taxes for the district.

Attachments:

1. Resolution #4028

RESOLUTION #4028

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, LEVYING AND CATEGORIZING AD VALOREM TAXES FOR THE TAX YEAR 2023-2024 AND CATEGORIZING THE 2023-2024 ASSESSMENTS ON THE PROPERTIES IN THE DOWNTOWN MAINTENANCE DISTRICT

NOW, THEREFORE, LET IT BE RESOLVED BY THE COUNCIL OF THE CITY OF SEASIDE:

SECTION 1. That the City of Seaside hereby imposes the taxes provided for in the adopted budget at a rate of \$3.1696 per \$1,000 of assessed value for the General Fund, and a Tax Levy of \$460,000 of which \$150,000 is for the Public Safety Fund and \$310,000 is for the Fire Equipment (23) Fund, and the amount of \$355,134 for the Water G.O. Bond Debt; and that these taxes are hereby imposed and categorized for the tax year 2023-2024 upon the assessed value of all taxable property with the City of Seaside.

	Subject to the General Government Limitation	Excluded from the Limitation
General	3.1696/\$1,000	\$ -
Public Safety	\$ 150,000.00	\$ -
Fire Equipment (23)	\$ 310,000.00	\$ -
Water G.O. Bond Debt	\$ -	\$ 355,134.00

SECTION 2. That the City of Seaside hereby imposes assessments provided for in the adopted budget in the amount of \$110,000; and that these assessments are hereby imposed for tax year 2023-2024 upon all the properties within the City of Seaside Downtown Maintenance District. In accordance with ORS 310.060(4), this amount is categorized as follows:

	Subject to the General Government Limitation	Excluded from the Limitation
Downtown Maintenance	\$ 110,000.00	\$ -

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



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Spencer Kyle, City Manager
Department: City Manager
Subject: Amendment to Water Rates
Type of Item: Resolution

Introduction:

The City is seeking approval of a resolution to amend the City’s water rates.

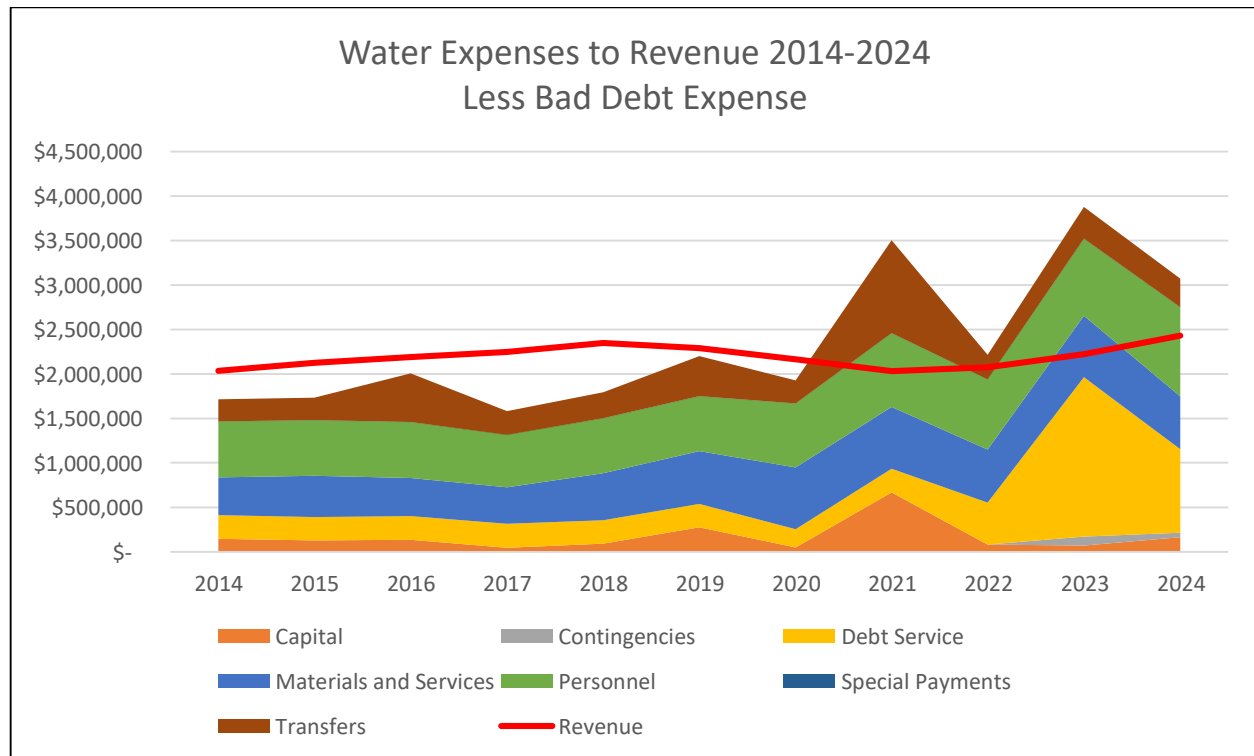
Background:

The City of Seaside Budget Committee met on May 4, 2023, to discuss the current state of the water fund. That analysis is presented below. The Budget Committee recommended increasing water rates over a two-year period.

Department Review:

Beginning in 2021, the City’s water enterprise fund has been losing money. The current rate structure does not keep up with the cost of operating the department. As an enterprise fund, the water department should be self-sufficient and not require transfers from other funds. The fees charged should be sufficient to pay for operations and capital expenditures.

The chart below illustrates the historic revenue compared to expenses (less bad debt).



Without a rate change, the fund would operate at a loss of \$816,829 next year. For the water enterprise fund to break even next year, it would require a 39% increase in water rates.

The Budget Committee voted to recommend making the necessary rate changes over two years to have less of a dramatic impact to residents.

The Budget Committee discussed different rate structure methodologies. Staff is presenting three options for the City Council to consider. Considerations include: how much of the rate increase should be borne in the base rate versus the usage rates and how much the rate increase should be borne by residential versus non-residential accounts. Generally speaking, residential accounts will use a one-inch water meter or smaller. Large accounts require a water meter larger than one-inch in size. See the chart below for rate comparisons.

Option A: Flat Rate Change

This option has the same increase in rates between water meter sizes and the same increase in base rates and usage. Traditionally, the City has increased water rates following the flat rate methodology.

Option B: Higher Non-residential

This option includes a higher rate increase for accounts with a 1.5 inch or larger meter. Both the base rates and the usage rates are higher for non-residential accounts.

Option C: Higher Base Rates

Another option that staff was asked to investigate was higher base rates and making no changes to usage rates. The rationale was that the City would take advantage of second homeowners who pay the base rate but have low usage rates. The thought was having these vacant property owners share a higher portion of the increase. However, as you can see in the table below the result of this approach is a high burden of the increase on residential customers with relative savings to commercial accounts.

Staff also investigated a fourth option of higher non-residential rates and higher base rates (a mix of options B and C); however, the end result was almost identical to Option A, so it was removed from consideration.

Table of proposed rate changes

Meter Size	Current		Option A		Option B		Option C	
	Base	Usage	Base	Usage	Base	Usage	Base	Usage
.58"	\$20.63	\$2.68	\$25.46	\$3.31	\$24.30	\$3.21	\$30.72	\$2.68
.75"	\$20.63	\$2.68	\$25.46	\$3.31	\$24.30	\$3.21	\$30.72	\$2.68
1"	\$27.49	\$2.68	\$33.92	\$3.31	\$32.39	\$3.21	\$40.93	\$2.68
1.5"	\$36.02	\$2.68	\$44.45	\$3.31	\$44.96	\$3.59	\$53.63	\$2.68
2"	\$54.58	\$2.68	\$67.35	\$3.31	\$68.12	\$3.59	\$81.27	\$2.68
3"	\$91.01	\$2.68	\$112.30	\$3.31	\$113.59	\$3.59	\$135.51	\$2.68
4"	\$153.68	\$2.68	\$189.63	\$3.31	\$191.80	\$3.59	\$228.82	\$2.68
6"	\$291.18	\$2.68	\$359.29	\$3.31	\$363.41	\$3.59	\$433.56	\$2.68

All three options have been modeled against the City’s current accounts and usage and are projected to generate identical revenue for the City.

Staff has also looked at neighboring communities' utility rates to gauge where our current rates sit. This analysis is not a good way to determine rates—rates should be set by the operational needs and goals of the City; however, a comparison of rates is helpful to put the total rates into perspective.

Average Bill Per Month (as of 2022)			
City	Water	Sewer	Total
Seaside	\$41.64	\$57.01	\$98.65
Astoria	\$52.50	\$98.82	\$151.32
Cannon Beach	\$63.08	\$77.19	\$140.27
Warrenton	\$58.12	\$97.80	\$155.92

The data above was compiled by the City of Astoria and shared with participating cities. The current rates in Seaside are considerably lower than neighboring communities. In addition, all these communities have been discussing their own need to increase utility rates this year.

The attached resolution has been written in such a way that the City Council can choose which rate structure best fits the Council's methodology. The Council will need to discuss the options and vote on the preferred methodology.

The City bills utilities for two months at a time. One limitation of the City's current software is that it cannot bill for two separate months with differing rates. Therefore, the next available effective date is August 15, 2023. Residents would see the increase in their October bill.

Budget Impact:

The purpose of the rate changes is to turn the water enterprise around over the course of two years. All methodologies presented have the same budget effect—they will generate half of the funding needed for the water fund to break even.

Requested Action:

If a Councilor is ready to make a motion, they would state:

"I move to read Resolution #4029 by title only and specifying that the City Council chooses the rate structure (A, B, or C) as outlined in the resolution and staff report."

followed by:

"I move to adopt Resolution #4029."

Alternatives:

The City could consider other rate structure methodologies; however, staff will need time to calculate other options and would need to return at a later date for implantation.

Attachments:

1. Resolution 4029

RESOLUTION #4029

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AMENDING WATER ACCESS/DEMAND CHARGES.

THE SEASIDE CITY COUNCIL RESOLVES AS FOLLOWS:

That in accordance with Sections 52.61 and 52.62 of the Seaside Code of Ordinances, the following fees for water access/demand and consumption charges are adopted:

SECTION 1. ACCESS/DEMAND CHARGE. The Access/demand charges are hereby established, determined and declared to be as follows:

The access/demand charge is based on meter size. All water customers connected to the city water system shall pay an access/demand monthly charge as follows:

Meter Size	Current	Option A	Option B	Option C
5/8"-3/4" meter	\$20.63	\$25.46	\$24.30	\$30.72
1" meter	\$27.49	\$33.92	\$32.39	\$40.93
1 ½" meter	\$36.02	\$44.45	\$44.96	\$53.63
2" meter	\$54.58	\$67.35	\$68.12	\$81.27
3" meter	\$91.01	\$112.30	\$113.59	\$135.51
4" meter	\$153.68	\$189.63	\$191.80	\$228.82
6" meter	\$291.18	\$359.29	\$363.41	\$433.56

SECTION 2. CONSUMPTION CHARGE. The Consumption Charge is established, determined and declared to be as follows:

In addition to the above base charge, each customer shall pay ~~\$2.68~~ **the amounts listed in the table below** for each 100 cubic feet (750 gallons) of water used above 400 cubic feet per bi-monthly billing period.

Meter Size	Current	Option A	Option B	Option C
5/8"-3/4" meter	\$2.68	\$3.31	\$3.21	\$2.68
1" meter	\$2.68	\$3.31	\$3.21	\$2.68
1 ½" meter	\$2.68	\$3.31	\$3.21	\$2.68
2" meter	\$2.68	\$3.31	\$3.59	\$2.68
3" meter	\$2.68	\$3.31	\$3.59	\$2.68
4" meter	\$2.68	\$3.31	\$3.59	\$2.68
6" meter	\$2.68	\$3.31	\$3.59	\$2.68

SECTION 3. EFFECTIVE DATE. The rate increases will become effective August 15, 2023, and will first be reflected in the October 2023 billing.

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



Staff Report – City Council Meeting

Meeting Date: June 26, 2023
Author: Spencer Kyle, City Manager
Department: City Manager
Subject: Amendment to Sewer Rates
Type of Item: Resolution

Introduction:

The City is seeking approval of a resolution to amend the City’s sewer rates.

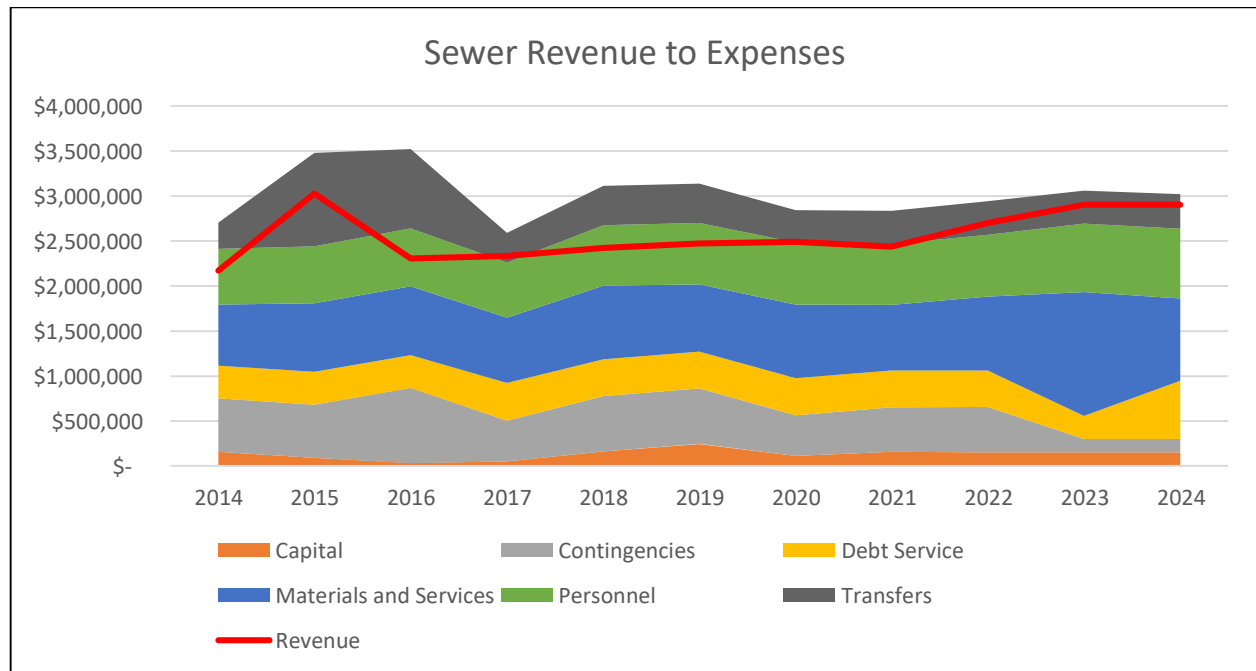
Background:

The City of Seaside Budget Committee met on May 4, 2023, to discuss the current state of the sewer fund. That analysis is presented below. The Budget Committee recommended increasing sewer rates by 5%.

Department Review:

The City’s sewer enterprise fund has been losing money for the past ten years. The current rate structure does not keep up with the cost of operating the department. As an enterprise fund, the sewer department should be self-sufficient and not require transfers from other funds. The fees charged should be sufficient to pay for operations and capital expenditures.

The chart below illustrates the historic revenue compared to expenses.



Without a rate change, the fund would operate at a loss of \$115,256 next year. For the sewer enterprise fund to break even next year, it would require a 5% increase in water rates. In addition, because the fund has been operating at a loss for so long, the sewer fund balance is critically low. The fund balance in the most recently audited statements is \$506,305 or about three months of operating expenses.

The Budget Committee voted to recommend increasing sewer rates by 5%. The proposed rates are summarized below.

Table of proposed rate changes

	Current	Proposed
Base Rate	\$38.64	\$40.57
Usage Rate*	\$5.52	\$5.80

*Single-family residential dwellings are charged only the base rate. All other users are charged the base rate for the first 700 cubic feet of water used and then the usage rate for water usage above 700 cubic feet.

Staff has also looked at neighboring communities' utility rates to gauge where our current rates sit. This analysis is not a good way to determine rates—rates should be set by the operational needs and goals of the City; however, a comparison of rates is helpful to put the total rates into perspective.

Average Bill Per Month (as of 2022)			
City	Water	Sewer	Total
Seaside	\$41.64	\$57.01	\$98.65
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Cannon Beach	\$63.08	\$77.19	\$140.27
Warrenton	\$58.12	\$97.80	\$155.92

The data above was compiled by the City of Astoria and shared with participating cities. The current rates in Seaside are considerably lower than neighboring communities. In addition, all these communities have been discussing their own need to increase utility rates this year.

The City bills utilities for two months at a time. One limitation of the City's current software is that it cannot bill for two separate months with differing rates. Therefore, the next available effective date is August 15, 2023. Residents would see the increase in their October bill.

Budget Impact:

The purpose of the rate changes is to turn the sewer enterprise around.

Requested Action:

If a Councilor is ready to make a motion, they would state:

“I move to read Resolution #4030 by title only.”

followed by:

“I move to adopt Resolution #4030.”

Alternatives:

The City could consider making no changes; however, that will only prolong the problem and cause higher increases in the future.

Attachments:

1. Resolution 4030

RESOLUTION #4030

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AMENDING SEWER SERVICE USER RATES

THE SEASIDE CITY COUNCIL RESOLVES AS FOLLOWS:

That in accordance with Section 51.093 of the Seaside Code of Ordinances, the following fees for sewer service user rates are adopted:

SECTION 1. Rates. Just and equitable rates are hereby established, determined and declared to be as follows.

- (A) Access/Demand Charge shall be ~~\$38.64~~ **\$40.57** per sewer connection per month.
- (B) Tap Charges and Sewer Lateral Connection Charges shall be the actual cost of labor and materials plus 20% for billing, administration, and overhead.
- (C) Sewer System Development Charges shall be those established by the City Council in a separate ordinance.
- (D) Sewer Service Verification Charge shall be \$25 for the physical verification of sewer connection.
- (E) Cost of extending the sewer lines shall be paid by those property owners who use the new service.
- (F) Sewer Service User Fees. Single-family residential dwellings shall be charged only the access/demand charge of ~~\$38.64~~ **\$40.57** per month. All other users shall be charged ~~\$38.64~~ **\$40.57** for the first 700 cubic feet of water used and ~~\$5.52~~ **\$5.80** for each 100 cubic feet of water used over 700 cubic feet per month.
- (G) Special rates that may be needed for high-strength commercial users, industrial users, or heavy users will be set by negotiation and will be in conformance with federal guidelines and must cover their operation and maintenance costs.

SECTION 2. Effective Date. The rate increases will become effective August 15, 2023, and will first be reflected in the October 2023 billing.

PASSED by the City Council of the City of Seaside on 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