



CITY OF SEASIDE CITY COUNCIL AGENDA

Monday, August 14, 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 Strategic Blueprint Progress Update {40 min}
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:** No Proclamations
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 - \$862,858.01
 - b) APPROVAL OF MINUTES – July 10, 2023
9. **REPORTS AND PRESENTATIONS:** No Reports and Presentations

10. **CITY OF SEASIDE BOARDS, COMMISSIONS, AND COMMITTEES:**
 - a) AIRPORT ADVISORY COMMITTEE (1 Vacancy – 1 Application)
 - b) COMMUNITY CENTER COMMISSION (2 Vacancies – 2 Term Expirations)
11. **UNFINISHED BUSINESS:** No Items
12. **NEW BUSINESS:**
 - a) RESOLUTION #4031 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, LEVYING AND CATEGORINZING 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
 - b) AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SEASIDE, SEASIDE SCHOOL DISTRICT #10, AND SUNSET EMPIRE PARK & RECREATION DISTRICT
13. **COMMENTS FROM CITY STAFF**
14. **COMMENTS FROM THE COUNCIL**
15. **RECESS INTO EXECUTIVE SESSION IN ACCORDANCE WITH ORS 192.660 (2) (i) REVIEW AND EVALUATE THE JOB PERFORMANCE OF THE CITY MANAGER**
16. **RECONVENE INTO REGULAR SESSION – COUNCIL ACTION IF ANY REGARDING EXECUTIVE SESSION IN ACCORDANCE WITH ORS 192.660 (2) (i) REVIEW AND EVALUATE THE JOB PERFORMANCE OF THE CITY MANAGER**
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 CITY COUNCIL

DRAFT MEETING MINUTES

City Hall, 989 Broadway, Seaside, OR 97138

Monday, July10, 2023

Work Session 5:00 PM

- I. Discussion on Amendments to Rules of Procedures and Conduct Guidelines Governing Council Members

The City Council discussed previous amendments and made changes to the Procedures and Conduct Guidelines Governing Council Members. The City Council continued the discussion and amendments.

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	Zach Fleck, Finance Director
Kim Jordan, City Recorder	Joey Daniels, Fire Chief

Visitors in Chambers (attendance sheet)	Visitors on Zoom
John Kopra	
Deanna Mancill	
Abby Sourwine	
Christopher Clark	
Sonny Rodgers	
Lexie Hallahan	
Pam Bierly	
Ron Graham	
Kerri Lambert	
Su Coddington	

- III. **Approval of Agenda**

Motion:	So, moved.
Moved:	Frank
Seconded:	Morrissey

Ayes:	Wright, Frank, Horning, Dillard, Morrisey, Posalski, Montero	Nays:	Absent:	Recused:
Passed:	7/0	0	0	0

IV. Proclamations

There were no proclamations.

V. Public Comments (time is limited to 3 minutes)

Su Coddington updated the City Council regarding a survey the Sunset Empire Park and Recreation is conducting to receive public input on the Sunset Recreation Center.

VI. Declaration of Potential Conflict of Interest

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

Council President Posalski stated he had a conflict of interest with agenda item 12A.

Councilor Morrisey stated he had a potential conflict of interest with agenda item 12A.

VII. Consent Agenda

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

VIII. Reports and Presentations

There were no reports and presentations.

IX. City of Seaside Boards, Commissions, and Committees

Airport Advisory Committee (1 Vacancy and 2 Term Expirations).

Motion:	Move to appoint Randall Henderson and Roy Bennett to the Airport Committee.			
Moved:	Frank			
Seconded:	Posalski			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays:	Absent:	Recused:
Passed:	7/0	0	0	0

X. Unfinished Business

There were no items for unfinished business.

XI. New Business

A. [Approval: Use of City Property for Community Gardens](#)

City Manager Kyle explained the City Council is being asked to approve the use of a city owned lot between Avenue B and C, tax lot 2900, for the relocation of the Community Gardens. The tax lot is just south of the Community Center and is used for overflow parking during certain events that take place at the Community Center. The school district has been working with the Seaside Food Forrest to identify a location for the community gardens.

David Posalski, Community Food Forest Chair, explained the Food Forest Group was created to work with the school district to find a location for the Community Gardens. The location at the community center was discussed by the Parks Advisory Committee who was asked to give input on various locations selected in Seaside. The lot was used for overflow parking for the community center events and if the lot was approved for the community gardens the parking when needed could be converted to SEPRD parking lot. The Food Forest group was looking for an approval from the City Council.

Mayor Wright opened the floor to public comments.

Christopher Clark commented his house was located near the parking lot and if there is no overflow parking then there should be no big events allowed.

The City Council comments and directions regarding the use of lot 2900 for the Community Gardens. The Council wants the neighborhood consulted regarding the change of use for the parking lot. The Council wanted to know who would be bearing the costs of the site improvement. There were concerns that if there is no overflow parking, losing 50 parking spaces would limit the use of the Community Center, and vehicles would park on the streets. Staff was directed to prepare a notice to schedule a public meeting in two weeks to receive feedback from the residents regarding developing the lot for the use of the Community Gardens.

Pam Bierly stated the Parks Advisory Committee was asked to participate and discuss the possible locations for the Community Gardens.

City Manager Kyle commented on the discussion regarding the residents being notified and the input regarding any recommendations. There needs to be a more solidified plan and identify that as part of the proposal for the residents and the parking situation. There would not be adequate time to prepare a notice and set up a public meeting in two weeks but would be as soon as possible.

Motion:	Move to table the motion for this meeting and give the public the time to learn about what we are planning, get input and add it to the agenda at a future meeting.			
Moved:	Morrisey			
Seconded:	Horning			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Montero	Nays: 0	Absent: 0	Recused: 1
Passed:	6/0			

B. [Discussion: Acquisition of Estuary Property](#)

City Manager Kyle introduced a discussion regarding the acquisition of the estuary property located on Holladay Drive. A park has been located at the Necanicum estuary for many decades. In 2021, the property was purchased by TM Development, as part of the sale of the High School property. One of the priorities identified by the City Council in the recently adopted Strategic Blueprint 2023 was to study the acquisition of the estuary park property. The estuary property is currently privately owned, with the exception of the right of way for 19th and 20th Avenues. There were three lots that the city could consider purchasing.

Mayor Wright opened the floor to public comments.

Lexie Hallahan spoke in support of the City purchasing the estuary property.

Barbara Lutton spoke in support of the City purchasing the estuary property.

Pam Bierly spoke in support of purchasing the estuary property.

The City Council discussed the City of Seaside acquiring the estuary property. They reaffirmed that the purchase of the estuary is a goal. The City Council directed the City Manager to move forward with the negotiations to purchase the property.

Motion:	Move to authorize the City Manager to negotiate the purchase of the property and bring it back to the City Council for approval.			
Moved:	Morrisey			
Seconded:	Frank			
Ayes:	Wright, Horning, Dillard, Frank, Posalski, Montero, Dillard	Nays:	Absent:	Recused:
Passed:	7/0	0	0	0

XII. [Comments from City Staff and Partner Organizations](#)

Community Development Director Flory updated the City Council on the abatement of the property at 4th Avenue.

Fire Chief Daniels updated the City Council on the Fourth of July and fire season.

Finance Director Fleck updated the City Council on hiring a new accountant.

Assistant City Manager Rahl updated the City Council regarding the Workers' Compensation Insurance decrease from the annual insurance premium cost.

City Recorder Jordan commented on the Fourth of July parade and League of Oregon Cities Conference.

City Manager Kyle commented on the Fourth of July and updated the City Council on priorities for the bridge replacement and grants for the Seaside watershed.

XIII. [Comments from City Council](#)

Councilor Morrisey commented on the Fourth of July parade and hats off to city departments.

Councilor Montero commented on the Fourth of July parade, traffic speed on the promenade, scooters on downtown sidewalks, the appearance of the broken-down feather flags that represent the businesses and asked for an update on the Foredune Management Plan.

Community Development Flory updated the City Council on the Foredune Management Plan.

City Manager Kyle stated there were concerns regarding the information received from DLCD and Oregon State Parks with the Foredune Management Plan.

Councilor Dillard updated the City Council regarding the Community Center Commission meeting and commented on the Fourth of July parade.

Councilor Horning updated the City Council on the mural on Broadway and the restoration by the Clatsop Nehalem Tribes.

Council President Posalski commented on the Fourth of July parade, updated the City Council on the Wahanna Road project with the culvert, and commented on buckets attached to the prom wall by performers on the beach.

Councilor Frank commented on the Fourth of July parade, and suggested creating signs for the beach about pack it out, bring it in, and gave an update on the Airport Committee meeting.

Mayor Wright updated the City Council with a six-month review of items that had been completed by the City Council and staff.

XIV. Adjourn City Council Meeting 7:31 PM.

Approved by Council on: _____

Minutes prepared by: _____
Kim Jordan, City Recorder

STEVE WRIGHT, Mayor



Staff Report – City Council Meeting

Meeting Date: August 14, 2023
Author: Kim Jordan, City Recorder
Department: City Manager’s Office
Subject: Board, Commission and Committee Vacancies
Type of Item: Vacancy

Introduction:

The Airport Advisory Committee has one vacancy and one application received from Sharon Kloepfer.

Background:

The Airport Advisory Committee acts as an advisory body to the City Council, the City Manager, and the Public Works Director regarding issues concerning the Seaside Airport. The City relies upon volunteers to help advise the City Council relating to the operations, oversight and priorities of various programs and facilities. These boards, commissions, and committees have vacancies that open up that need to be filled.

Department Review:

The Airport Advisory Committee has one vacancy with the resignation of Dianne Widdop. An application was received from Sharon Kloepfer who is a resident of the City of Gearhart.

The committee consists of seven members. Membership includes:

1. at least four members who reside within the City of Seaside, and
2. a resident of the City of Gearhart, and
3. members may not be employees of the City of Seaside.

The position vacated by Dianne Widdop needs to be filled by a resident of the City of Gearhart as no other committee member resides in Gearhart.

The committee currently consists of four residents of Seaside and one resident of Warrenton.

Budget Impact:

None

Requested Action:

The City Council can nominate the applicant for the Seaside Airport Committee and schedule an interview.

If the City Council is inclined to nominate the applicant, a Councilor could make the following motion:

“I move to nominate Sharon Kloepfer for the Airport Advisory Committee and schedule an interview.”

Alternatives:

The City Council may choose to keep the vacancy open and accept applications.

Attachments:

1. Airport Advisory Committee information sheet, members list, and applicant.

SEASIDE AIRPORT COMMITTEE

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

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

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

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

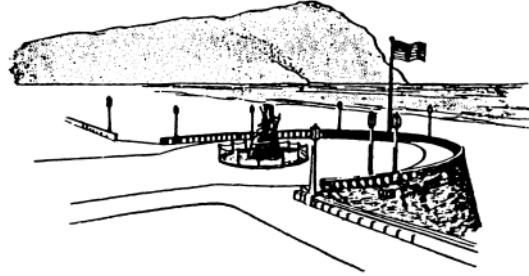
The members shall serve without salary or compensation of any nature.

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

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

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

CITY OF SEASIDE



OREGON'S
F A M O U S
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989 BROADWAY
SEASIDE, OREGON 97138
(503) 738-5511

AIRPORT COMMITTEE

Term of Office: 3 years

Number of Members: 7

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
RANDALL HENDERSON*	89066 OCEAN DRIVE WARRENTON, 97146	503-577-6153	6/30/2023
ROY BENNETT	2026 FERNWOOD ST.	738-4102	6/30/2023
BRUCE FRANCIS	90250 SHORE LINE DR. WARRENTON, 97146	440-0033	6/30/2024
(VACANCY) WIDDOP			6/30/2024
CHRISTINE BINNICKER	309 HIGHLAND DR.	720-933-6796	6/30/2024
MARK TOLAN	454 FAIRWAY COURT	440-1141	6/30/2025
JOYCE HUNT	510 13TH AVENUE	503-739-1825	6/30/2025
MIKE DIMMICK	1387 AVENUE 'U'	738-5112	Public Works
RANDY FRANK	454 HIGHLAND DR.	440-3090	City Council

*Chair

**Vice Chair

***Secretary

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

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

NAME Kloepfer Sharon PHONE 303, 817-8450
Last First

ADDRESS PO Box 2512 Gearhart OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) _____

BUSINESS ADDRESS (IF APPLICABLE) _____

EMAIL ADDRESS shkloepfer@gmail

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

OCCUPATION retired

PAST OCCUPATIONS PAC

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

List committee/commissions you are currently appointed to: Gearhart city council

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

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

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

When? _____ Please explain: _____

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

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>Randall Henderson</u>		<u>surf pines</u>	<u>503-577-6153</u>
<u>chad sweet</u>		<u>Gearhart city hall</u>	<u>503-738-5501</u>
<u>pat wolner</u>		<u>Gearhart</u>	<u>503-223-5657</u>

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

DATE 7/10/23 SIGNATURE Sharon Kloepfer



Staff Report – City Council Meeting

Meeting Date: August 14, 2023
Author: Kim Jordan, City Recorder
Department: City Manager’s Office
Subject: Board, Commission and Committee Vacancies
Type of Item: Term Expirations

Introduction:

The Community Center Commission has two term expirations.

Background:

The Community Center Commission acts as an advisory body to recommend and make suggestions to the City Council concerning matters relating to the well-being of the community center and its users. The City relies upon volunteers to help advise the City Council relating to the operations, oversight and priorities of various programs and facilities. These boards, commissions, and committees annually have term expirations that need to be filled.

Department Review:

The Community Center Commission has two vacancies by term expirations. The Community Center Commission members Lindsey Morrison and Louis Neubecker are interested in continuing their volunteer service and have agreed to serve another term if the City Council wishes for them to stay on. The term expiration is June 1, 2023, and their reappointment would be for a three-year term. Candidates to fill this board must meet the following criteria:

1. Must not be officials or employees of the city. A minimum of three members shall reside within the city limits; a maximum of two members may reside within the Urban Growth Boundary, but outside the City limits. All members serving on the Community Center Commission currently live within the City of Seaside.

Budget Impact:

None

Requested Action:

If the City Council chooses to reappoint these members, the Councilor would make the following motion:

“I move to reappoint Lindsey Morrison and Louis Neubecker to the Community Center Commission.”

Alternatives:

The City Council may choose to keep the vacancy open and accept applications to fill the vacant positions.

Attachments:

1. Community Center Commission information sheet and members list.

COMMUNITY CENTER COMMISSION

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

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

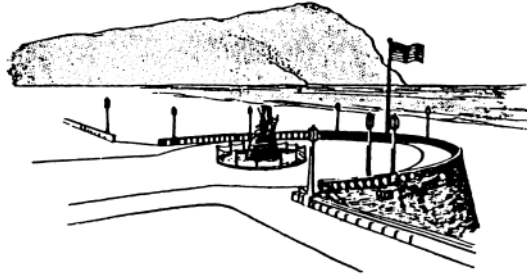
The commission consists of five members who are not officials or employees of the city and who shall be appointed by the City Council. A minimum of three members shall reside within the city limits; a maximum of two members may reside within the Urban Growth Boundary, but outside the City limits.

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

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

CITY OF SEASIDE

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

COMMUNITY CENTER COMMISSION

Term: 3 years

Number of Members: 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
LINDSEY MORRISON	2333 ROYAL VIEW DR.	503-260-9518	6/01/2023
LOUIS NEUBECKER*	1859 BROADWAY	717-0153	6/01/2023
JULIA WEINBERG***	431 AVENUE 'I'	503-717-5284	6/01/2024
TRACY MACDONALD	451 HILLSIDE LOOP	503-739-2162	6/01/2024
MOLLY IRONS**	221 7 TH AVENUE	738-7005	6/01/2025
STEVE DILLARD	PO BOX 208	971-716-5348	CITY COUNCIL

*CHAIR
**VICE CHAIR
***SECRETARY



Staff Report – City Council Meeting

Meeting Date: August 14, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: FY2024 Downtown Maintenance District Ad Valorem Rate
Type of Item: Resolution

Introduction:

This resolution amends and authorizes the ad valorem taxes for fiscal year 2023-2024 Seaside Downtown Maintenance District Budget.

Background:

City Council had previously approved a Downtown Maintenance District assessment in the amount of \$110,000 where it should have been \$107,574. This resolution corrects that error so that the County Assessor can correctly administer the assessment.

Department Review:

This resolution will authorize the Finance Director to correct an error that was made between the Seaside budget documents and the County Assessors documents. The budget document has been updated and no amendments to the FY24 budget are necessary at this time.

Budget Impact:

This tax rate will set the budget for the Downtown Maintenance District 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 #4031 by title only.”

followed by:

“I move to adopt Resolution #4031.”

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 #4031

RESOLUTION #4031

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, LEVYING 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 assessments provided for in the adopted budget in the amount of \$107,574; 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	\$107,574	\$ -

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: August 14, 2023
Author: Spencer Kyle, City Manager
Department: City Manager
Subject: Broadway Field IGA Amendment/Termination
Type of Item: Approval

Introduction:

The City of Seaside (City), Seaside School District (SSD), and Sunset Empire Park & Recreation District (SEPRD) are seeking to terminate the 2012 Intergovernmental Agreement (IGA) regulating Broadway Park. The method to do this is to amend the existing agreement to include a termination date.

Background:

The City of Seaside entered into an IGA with SSD and SEPRD in July 2012. That agreement outlined the responsibilities for each entity with respect to the sports fields at Broadway Park. Earlier this year, the City entered into a lease agreement with SSD where SSD took responsibility for the City's financial obligations for the Broadway Park's sports facilities in exchange for the City ceding its control over the facilities to SSD.

Department Review:

The new lease agreement eliminates the need for the preexisting 2012 IGA. What will replace that IGA is a new IGA between SSD and SEPRD. Those organizations are working on that IGA. Before that IGA can be executed, the 2012 IGA needs to be terminated. SSD's legal counsel reviewed the IGA and advised that the best way to terminate the 2012 IGA is through an amendment that includes a termination date. SSD's attorney prepared the attached agreement. The City's attorney has reviewed and approved the agreement amendment.

I am recommending that we terminate the agreement effective July 1, 2023, as the beginning of the fiscal year seems like a clean date to use.

Budget Impact:

There is no budget impact.

Requested Action:

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

"I move to approve the attached Amendment To Intergovernmental Agreement Between the City of Seaside, Seaside School District #10, and Sunset Empire Park & Recreation District, effective July 1, 2023."

Alternatives:

There is not a viable alternative. The old IGA no longer serves a purpose only stands in the way of SEPRD and SSD entering into a new IGA.

Attachments:

1. Amended IGA
2. 2012 IGA

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

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (this “**Amendment**”) is dated for reference purposes as July 1, 2023, and entered into by and between the City of Seaside (the “**City**”), Seaside School District #10 (the “**District**”), and Sunset Empire Park & Recreation District (“**SEPRD**”) (each, a “**Party**” and together, the “**Parties**”).

RECITALS

WHEREAS, the Parties are parties to an Intergovernmental Agreement dated July 10, 2012, for the operation and management of the Playing Fields owned by the City (the “**Agreement**”); and

WHEREAS, the City and District have entered into a Ground Lease for Broadway Field effective as of May 17, 2023, whereby the City will lease portions of the Playing Fields to the District, making the City’s participation in the Agreement unnecessary; and

WHEREAS, the District and SEPRD intend to enter into a new intergovernmental agreement for the operation and management of the Playing Fields (the “**New IGA**”); and

WHEREAS, the Parties desire that the Agreement’s term end upon execution of the New IGA; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 9.1. Effective as of July 1, 2023 Section 9.1 is amended and replaced in its entirety as follows:

9.1 Original Term. This Agreement shall commence _____ and will terminate July 1, 2023.

3. No Other Changes. Except as modified or amended herein, the provisions, conditions, and terms of the Agreement shall remain unchanged and in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the date written in sections above.

“CITY”

City of Seaside

By: _____

Name: _____

Title: _____

“DISTRICT”

Seaside School District #10

By: _____

Name: _____

Title: _____

“SEPRD”

Sunset Empire Park & Recreation District

By: _____

Name: _____

Title: _____

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

Exhibit D
4/19/12

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

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

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

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

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

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

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

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

In consideration of this intergovernmental agreement, each party agrees to defend, hold harmless and indemnify each party to the agreement from any and all liability, damages, costs, expenses, and attorney fees arising out of the negligent act or omission of any officer, employee, board member, or agent of each party to the agreement while acting within the scope of their duties and authority as provided under the Oregon Tort Claims Act, ORS 30.260 to 30.300 for the activities arising out of this agreement.

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

SECTION 1. CITY RESPONSIBILITIES

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

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

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

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

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

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

1.7 The City shall name Park District and School District as an additional insured in its liability insurance policy. If vandalism occurs, the City will handle insurance claims and respond in a timely manner to insure continued use of the facilities.

SECTION 2. SCHOOL DISTRICT RESPONSIBILITIES

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

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

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

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

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

SECTION 3. PARK DISTRICT RESPONSIBILITIES

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

- 3.2 The Park District will establish a separate Field Replacement Fund (FRF) to receive money from community partners, grants, concessions, and a portion after expenses of the user fees to help replace the fields after their life expectancy of 8-10 yrs. Annual report will be provided.
- 3.3 The Park District will pay, from the Field Replacement Fund (FRF) all the related costs for equipment repair and maintenance, excluding maintenance staff salaries and overhead.
- 3.4 The Park District will oversee the development of an operational manual between the City, Park District, School District and community use, for the fees, maintenance and operation of the Playing Fields.
- 3.5 Park District will be responsible for scheduling Playing Field use and setting and collecting user fees pursuant to a mutually acceptable schedule. The first priority will be given to the Seaside School District's use for physical education, recess and school sports, then Park District use, followed by youth non-profits, and finally general community use.
- 3.6 **Use of Multi-Purpose Artificial Surface Playing Fields.**
- (1) The Artificial Surface Playing Field Use Matrix included as Exhibit A shall govern use by Park District, and School District of the artificial surface field. For the purposes of the Artificial Surface Field Use Matrix), and only for the purpose, "Park District" includes events sponsored by Park and Recreation District as well as by other non-Park District entities. Times reserved for the School District, but not used by the School District, will be made available to Park District. "School District" includes events sponsored by Seaside School District. Changes in policy that relate to the use of the artificial surface playing field will require the review and approval of the City, Park District, and School District.
- (2) The Artificial Surface Playing Field Use Matrix included in as an Exhibit A was developed using existing Park District, and School District schedules as a model. City, Park District, and School District reserve the right to renegotiate the actual times of Park District, School District, and City use if there are changes in these requirements. The intent of the parties is to maintain a distribution of time reserved for the School District and for Park District substantially the same as in Exhibit A. Changes to these times other than on an exceptional basis, will be in writing, reviewed, and approved by both School District and Park District. Short-term exceptions may occur without City and Park District approval provided they are mutually acceptable to the Park District's General Manager and School District's Superintendent. Such exceptions will be confirmed in writing by both parties.
- 3.7 **Change in Policies Governing Usage.** Any proposed change to usage or policies governing usage other than scheduling will require approval by City, Park District, and School District.
- 3.8 **Ancillary Facilities.** Field lighting, sound system, scoreboard, bleachers, restrooms, ticket booth, non-exclusive use of parking lots, and storage for youth sports field equipment will be made available to City, Park District, and School District while using the fields.
- 3.9 **Site Supervision, Clean Up and Security During Events.** Responsibility for site supervision, site clean-up, and security during events will be Park District's during its time of use, and School District's during its time of use. (as described in the Operational Handbook).

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

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

SECTION 4. MAINTENANCE AGREEMENT

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

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

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

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

SECTION 5. FIELD SURFACE REPLACEMENT

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

SECTION 6. FIELD NAMES

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

SECTION 7. SPONSORSHIP AND ADVERTISING

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

SECTION 8. SPECIAL CONCERNS

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

- A. City, Park District, or School District may restrict access to the field in the event that emergency conditions endanger public safety.
- B. The artificial surface playing field will be posted with signs informing the public that the area is a school ground during certain hours and that public access is welcome, but may be restricted without prior notice for security or, while school is in session, for instructional reasons.

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

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

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

SECTION 9. TERM.

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

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

SECTION 10. MISCELLANEOUS.

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

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

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

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

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

10.3 In the event that a dispute arises under or related to the terms of this IGA including, but not limited to, its enforcement or interpretation, the Parties agree to meet and confer to resolve the dispute through the City Manager and the General Manager of the Park District and the School District Superintendent prior to the initiation of litigation. Any action or proceeding to enforce the provisions of this IGA, or based on any right arising out of this IGA, shall be brought in Clatsop County Circuit Court in the State of Oregon, or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. The prevailing Party in such an action or proceeding, or appeal of the same shall be entitled to an award of such Party's reasonable attorney fees and costs incurred in preparation, prosecution or defense of such action or proceeding.

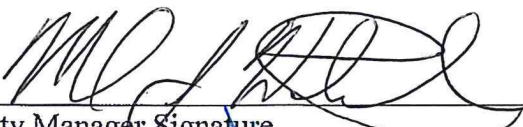
10.4 The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this IGA.

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

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

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

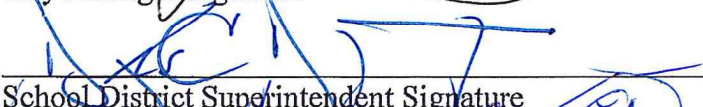
IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by the Mayor and City Manager, and DISTRICT has caused this Agreement to be executed by the Chairman and General Manager and School District has caused this agreement to be executed by the Chairman and Superintendent.



City Manager Signature

7/10/12

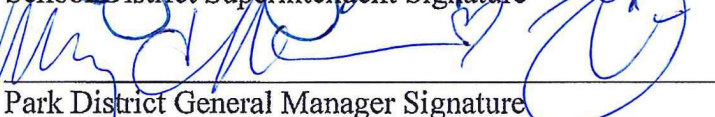
Date



School District Superintendent Signature

4/23/2012

Date



Park District General Manager Signature

6-22-12

Date



Submission information

Form: [Public Comment Submission or Registration](#) [1]
Submitted by Anonymous (not verified)
August 11, 2023 - 4:50pm
47.40.121.218

Full Name:

Mark Tolan

Full Address (Providing your address is required to offer public comment):

[REDACTED]

Phone Number:

[REDACTED]

E-mail Address:

mark@seasidevacationhomes.com

Confirm E-mail Address:

mark@seasidevacationhomes.com

Is this comment for the City Council or the Planning Commission?

City Council

Meeting Date you will be providing public comment (Council Meets 2nd and 4th Monday of Month, Planning Meetings 1st Tuesday of Month)

August 14, 2023

Select which option you will be using to attend the meeting:

Written Comment

Written comment instructions:

I have read and understand the written comment instructions.

Written Comment:

Greetings Council,

After talking with the visitor bureau and going to the Hood To Coast website on 8.11.2023, neither could tell me what the 2024 dates are.

As you know, the weekend before Labor Day is slow for hospitality as many families plan to travel to the beach over the following long holiday weekend. Historically, many planners consider the H2C race the "last weekend in August," which is incorrect thinking as we need to hold H2C "The weekend before Labor Day."

It is imperative Hood To Coast falls on the weekend of August 23, 2024, before labor day weekend, August 30, 2024. I am confident race directors will understand and agree with this critical distinction and for our hospitality community to note on our calendars immediately as we rebook guests for next summer.

It would be appreciated if someone on the council would make a motion or recommendation to start communication about this important distinction as soon as possible. Thank you

Is this comment for the general (open) comment period or for a specific agenda item?

General Comment

Please state the topic on which you would like to offer comments:

Hood To Coast 2024 needs to be held The weekend before Labor Day

If you would like to submit a photo or other documents along with your comment please upload them here:

Please select one of the following required options:

I am stating that I would like this comment submitted to the City Council prior to its next meeting and included in the council packet. Further, I'm stating that by checking this box, I understand that it will become part of the public record. Comments made without a name and address cannot be added to the public record.

Source URL: <https://www.cityofseaside.us/node/20386/submission/12551>

Links

[1] <https://www.cityofseaside.us/public-comment-form>