



# CITY OF SEASIDE CITY COUNCIL AGENDA

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## Monday, September 11, 2023

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

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

If you are providing public 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.

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## CITY COUNCIL WORK SESSION: 5:00 PM

1. Interview - Airport Advisory Committee Applicant Sharon Kloepfer {10 min}
2. Discussion on Motorized Vehicles on the Promenade {40 min}

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## CITY COUNCIL MEETING: 6:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PROCLAMATION:**
  - a) NATIONAL HISPANIC HERITAGE MONTH
  - b) NATIONAL SUICIDE PREVENTION WEEK
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 - \$1,425,240.03
  - b) APPROVAL OF MINUTES – August 14, 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)
11. **UNFINISHED BUSINESS:** No Items
12. **NEW BUSINESS:**
  - a) APPROVAL – HELPING HANDS GRANT FUNDING PROPOSAL FOR FISCAL YEAR 2023-2024
  - b) RESOLUTION #4032 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AMENDING RESOLUTION #4029 FOR 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
  - c) RESOLUTION #4033 – A RESOLUTION ADOPTING THE CITY OF SEASIDE POLICY FOR PUBLIC CONTRACTING & PURCHASING
    - 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
  - d) ORDINANCE 2023-05 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 32.30-32.34 OF THE SEASIDE CODE OF ORDINANCES REGARDING PUBLIC CONTRACTS
    - OPEN PUBLIC COMMENTS
    - CLOSE PUBLIC COMMENTS
    - COUNCIL COMMENTS
    - MOTION FOR FIRST READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
    - COUNCIL DISCRETION - MOTION FOR SECOND READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
  - e) APPROVAL – IGA FOR PARKING ACCESS WITH SUNSET EMPIRE PARK AND RECREATION DISTRICT

13. **COMMENTS FROM CITY STAFF**
14. **COMMENTS FROM THE COUNCIL**
15. **ADJOURNMENT**

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

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



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

***Whereas***, National Hispanic Heritage Month, known as “Mes de Herencia Hispana”, is celebrated nationwide from September 15 through October 15 each year. This observation started in 1968 as Hispanic Heritage Week; and

***Whereas***, the term Hispanic or Latino refers to a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin who can be of any race, any ancestry or any ethnicity; and

***Whereas***, the United States has always drawn its strength from the contributions of a diverse people; and

***Whereas***, National Hispanic Heritage Month is a time to recognize the contributions made and the important presence of Hispanic and Latino Americans to the United States; and

***Whereas***, Hispanic Americans have played a prominent and important role in our national heritage and our Hispanic American residents lift up our communities and our economy as entrepreneurs, executives, and small business owners; and

***Whereas***, a significant segment of the more than 37,000 people living in Clatsop County are Hispanic; and

***Whereas***, we honor the rich heritage of our Hispanic Community.

***NOW, THEREFORE, I, Steve Wright, Mayor of the City of Seaside***, in the State of Oregon, do hereby proclaim September 15, 2023 through October 15, 2023, as

## **NATIONAL HISPANIC HERITAGE MONTH**

in Seaside, and we will call upon public officials, educators, and all residents to observe this month with appropriate ceremonies, activities, and programs as they share in this special annual tribute by learning and celebrating the generations of Hispanic and Latino Americans who have positively influenced and enriched our nation and society.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 11th day of September, 2023.

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STEVE WRIGHT, MAYOR



## **PROCLAMATION**

**Whereas,** Suicide Prevention Awareness Month is celebrated every September to increase awareness that prevention efforts save lives; and

**Whereas,** anyone can experience a suicidal crisis, but some populations are more vulnerable, including people from diverse backgrounds and cultures. Other risk groups include youth, older adults, veterans, people in high-risk areas of employment, rural residents, and people with behavioral health challenges; and

**Whereas,** The City of Seaside is committed to treating suicide as a public health issue. In addition to utilizing a behavioral health lens, a public health approach adds a complementary, more comprehensive, and prevention-oriented focus on addressing the many factors across the lifespan that can contribute to thoughts of suicide and suicide attempts; and

**Whereas,** The City of Seaside promotes positive actions that can prevent suicide, including behavioral and physical health care that is accessible and effective and supporting culturally specific and responsive services to support communities. By bringing together a public and behavioral health approach to suicide prevention, suicides can be prevented; and

**Whereas,** Suicide prevention is everyone's business. You can get trained to help for free at Get Trained To Help. Most importantly, when an individual is at risk for suicide, help is available 24/7 by calling the Astoria Crisis Clatsop County Behavioral Healthcare (503) 325-5724, or the National Suicide Prevention Lifeline at 988.

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

### **SUICIDE PREVENTION AWARENESS MONTH**

in the City Seaside and encourage all Seaside residents to join in this important observance.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 11th day of September, 2023.

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STEVE WRIGHT, MAYOR



# CITY OF SEASIDE CITY COUNCIL

## DRAFT MEETING MINUTES

City Hall, 989 Broadway, Seaside, OR 97138

Monday, August 14, 2023

### Work Session 5:00 PM

#### I. Discussion of Strategic Blueprint Progress Update

City Manager Kyle created a tracking spread sheet for the Strategic Blueprint Progress and the updates will be shared with the City Council as they are updated. The Strategic Blueprint Progress sheet was reviewed and there were discussions with the City Council.

The City Council gave direction for staff to review recommendations in the Clatsop County Housing Strategies 2019 report for ways to remove barriers to housing.

### City Council Meeting 6:00 PM

#### Call to Order and Pledge of Allegiance

#### Roll Call

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

<b>Staff Members</b>	
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
Mike Dimmick, Public Works Director	

<b>Visitors in Chambers (attendance sheet)</b>	<b>Visitors on Zoom</b>
Sonny Rodgers	
Chris Clark	
Abby Sourwine	
Su Coddington	

#### Approval of Agenda

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

## Proclamations

There were no proclamations.

## Public Comments (time is limited to 3 minutes)

Seamus McVey commented on the frequency of the fireworks going off in Seaside and its effects on himself and other residents.

Renee Clark also commented that the fireworks have been ridiculous and suggested various locations in Seaside as options to relocate the Community Gardens.

## Declaration of Potential Conflict of Interest

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

## Consent Agenda

<b>Motion:</b>	So, moved we approve the consent agenda and pay those 860 some thousand dollars of bills.			
<b>Moved:</b>	Frank			
<b>Seconded:</b>	Montero			
<b>Ayes:</b>	Wright, Horning, Dillard, Morrissey, Frank, Posalski, Montero	<b>Nays:</b>	<b>Absent:</b>	<b>Recused:</b>
<b>Passed:</b>	7/0	0	0	0

## Reports and Presentations

There were no reports and presentations.

## City of Seaside Boards, Commissions, and Committees

Airport Advisory Committee (1 Vacancy and 1 Application).

<b>Motion:</b>	Move to nominate Sharon Kloepfer for the Airport Advisory Committee and arrange for an interview.			
<b>Moved:</b>	Frank			
<b>Seconded:</b>	Posalski			
<b>Ayes:</b>	Wright, Horning, Dillard, Morrissey, Frank, Posalski, Montero	<b>Nays:</b>	<b>Absent:</b>	<b>Recused:</b>
<b>Passed:</b>	7/0	0	0	0

Community Center Commission (2 Vacancies and 2 Term Expirations).

<b>Motion:</b>	Move to nominate Lindsey Morrison and Lou Neubecker to renew their terms.			
<b>Moved:</b>	Dillard			
<b>Seconded:</b>	Frank			
<b>Ayes:</b>	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	<b>Nays:</b>	<b>Absent:</b>	<b>Recused:</b>
<b>Passed:</b>	<b>7/0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Unfinished Business**

There were no items for unfinished business.

**New Business**

- A. [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.](#)

Finance Director Fleck explained Resolution #4031 amends section 2 of Resolution #4028 for the fiscal year 2023-2024 assessment for the Seaside Maintenance District Budget and corrects the amount in the budget.

Mayor Wright asked for public comments, and there were no comments.

<b>Motion:</b>	Move to read Resolution 4031 by title only.			
<b>Moved:</b>	Frank			
<b>Seconded:</b>	Horning			
<b>Ayes:</b>	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	<b>Nays:</b>	<b>Absent:</b>	<b>Recused:</b>
<b>Passed:</b>	<b>7/0</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Motion:</b>	Move to adopt Resolution 4031.			
<b>Moved:</b>	Frank			
<b>Seconded:</b>	Morrisey			
<b>Ayes:</b>	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	<b>Nays:</b>	<b>Absent:</b>	<b>Recused:</b>
<b>Passed:</b>	<b>7/0</b>	<b>0</b>	<b>0</b>	<b>0</b>

- B. [Amendment to Intergovernmental Agreement Between the City of Seaside, Seaside School District #10, and Sunset Empire Park and Recreation District](#)

City Manager Kyle explained the City of Seaside, Seaside School District, and Sunset Empire Park & Recreation District, were 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. The IGA 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 Seaside School District where the district 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 the school district.

<b>Motion:</b>	Move to approve the attached Amendment to Intergovernmental Agreement between the City of Seaside, Seaside School District, and Sunset Empire Park & Recreation District, effective July 1, 2023.			
<b>Moved:</b>	Montero			
<b>Seconded:</b>	Posalski			
<b>Ayes:</b>	Wright, Horning, Dillard, Morrisey, Frank, Montero	<b>Nays:</b> <b>0</b>	<b>Absent:</b> <b>0</b>	<b>Recused:</b> <b>0</b>
<b>Passed:</b>	<b>7/0</b>			

**Comments from City Staff and Partner Organizations**

Public Works Director Dimmick informed the City Council that the culvert project had been completed and Wahanna Road was open to traffic. He also announced that the Avenue ‘G’ project the excavation would start this week and paving would begin next week.

Police Chief Ham updated the City Council on the calls for service over Volleyball weekend and the zero tolerance in the City of Seaside for the illegal fireworks being shot off in the evenings.

City Manager Kyle updated the City Council on the iPads and moving to electronic packets, a fire crew was sent out and pre-stationed in Lane County in anticipation of fires starting. Other items of note, staff are working on new contracts for City Prosecutor and Public Defender and there was progress on the purchase of land under the Visitors Bureau. The City received two proposals for financial software and those would be reviewed, scored, and a decision made. There was an announcement of two positions that were open with the City of Seaside, one at the police department and a project manager position. City Manager Kyle shared that KOIN upgraded their web camera system in Seaside.

**Comments from City Council**

Councilor Morrisey gave hats off to everyone involved with the success of the volleyball event.

Councilor Montero commented on a survey the Daily Astorian and Seaside Signal had advertised. Regarding the firework issues in Seaside, she suggested that highway the signs could post a message regarding illegal fireworks in the City.

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

Councilor Horning updated the City Council on the Parks Advisory Committee and the review of Cartwright Park and the remodel of the restrooms and upgrade to the pump track.

Councilor Frank commented on volleyball being so smooth, the South Korean delegates that visited Seaside, the Airport Committee meeting, and the fly-in event that was planned at the airport this month.

Council President Posalski commented on the public comment by Seamus McVey and commented on seeking residents to serve on a committee for the City of Seaside Comprehensive Plan.

Mayor Wright commented on the South Korean delegates, updated the City Council on his attendance at the Oregon Mayors Association conference, and provided updates to the City's strategic blueprint.

**Council recessed into Executive Session at 6:48 PM, in Accordance with ORS. 192.660 (2) (i) Review and Evaluate the Job Performance of the City Manager**

**Council reconvened in Regular Session at 7:07 PM, Council Action if any Regarding Review and Evaluate the Job Performance of the City Manager**

Mayor Wright stated there was no Council action to be taken and commented on City Manager Kyle's performance as City Manager over the past year.

**Adjourn City Council Meeting 7:13 PM.**

Approved by Council on: \_\_\_\_\_

Minutes prepared by: \_\_\_\_\_  
Kim Jordan, City Recorder

\_\_\_\_\_  
STEVE WRIGHT, Mayor



# City of Seaside

## City Council Meeting Staff Report

Meeting Date: September 11, 2023  
Author: Kim Jordan, City Recorder  
Department: City Manager's Office  
Subject: Vacancy

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### **Introduction:**

The Airport Advisory Committee has one vacancy and the City Council has nominated Sharon Kloepfer for an interview.

### **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 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 City Council will interview Sharon Kloepfer during the work session.

The Airport Advisory Committee consists of seven members. Membership includes:

1. At least four members who reside within the City of Seaside.
2. A resident of the City of Gearhart.
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:**

If the City Council is inclined to appoint the Sharon Kloepfer to the Airport Advisory Committee, a Councilor would make the following motion:

“I move to appoint Sharon Kloepfer to the Airport Advisory Committee.”

**Alternatives:**

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

**Attachments:**

1. Airport Advisory Committee information sheet, application, and membership list.

## **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.)

**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 dunes</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



989 Broadway  
Seaside, OR 97138

(503) 738-5511  
cityofseaside.us

### 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



# City of Seaside

## City Council Meeting Staff Report

Meeting Date: September 11, 2023  
Author: Zach Fleck, Finance Director  
Department: Finance  
Subject: Helping Hands Request for Funding  
Type of Item: Approval

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### **Introduction:**

Helping Hands is requesting funding from the City as part of the fiscal year 2023-2024 budget.

### **Background:**

On April 19, 2023, non-profit organizations in the community appeared before the Seaside Budget Committee to request funding from the City for FY2023-2024. Helping Hands did not appear before the committee stating they had not received sufficient notice to attend. In the discussion on organizational funding on April 28, 2023, the Budget Committee recommended that \$25,000 be allocated on a provisional basis, dependent on Helping Hands coming back and requesting the funding in person. This appearance will allow the City Council to pose questions consistent with the other non-profit organizations who appeared before the Budget Committee.

### **Department Review:**

A representative from Helping Hands will be at the City Council meeting on September 11, 2023 to present and to answer any questions that the body may have.

Helping hands requested \$50,000 and the Budget Committee recommended awarding \$25,000. A copy of Helping Hands' application is attached. A link to the video of the Budget Committee's discussion is also provided below.

### **Budget Impact:**

The impact of this decision is \$25,000. This item was budgeted for in the FY 2023-2024 budget, so the budget will not be negatively impacted by this decision.

### **Alternatives:**

The City Council may choose to amend the contingent award. Depending upon the presentation or answers that are provided, the Council may choose to fund at a different level, not to fund the organization, or may place additional contingencies on the award.

### **Requested Action:**

If the City Council is inclined to approve the request, a Councilor would state:

"I move to approve the funding request to Helping Hands in the amount of \$25,000 for fiscal year 2023-2024."



**Attachments:**

- Budget Committee meeting:  
<https://www.youtube.com/live/bcIjyRMJNOE?si=SHZauxfI3RBBb9va#t=1h27m18s>
  - From 1:27:00 to 1:40:00
- Helping Hands Grant Application
- City of Seaside Grant Decision Letter



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

**GRANT DONATION REQUEST FORM**

NAME OF ORGANIZATION: Helping Hands Reentry Outreach Centers  
DESCRIPTION OF ORGANIZATION: shelter and reentry program  
CONTACT PERSON: Mike Davis PHONE #: 503-265-9046  
E-MAIL ADDRESS: m.davis@helpinghandsreentry.org  
MAILING ADDRESS: P.O. Box 413 Seaside, OR 97138  
FEDERAL NON-PROFIT TAX ID#: 27-1158468  
AMOUNT REQUESTED: \$50,000 DATE FUNDS NEEDED BY: July 1, 2023

SIGNATURE OF REQUESTOR:  DATE: 04/12/2023

**\*REQUIRED ATTACHMENTS:**

- Please include a summarized copy of your Organization's annual budget for review.
- A statement indicating why the funds are needed
- A statement that indicates how the funds will specifically be used for the benefit of the City of Seaside.
- You may include a page with supporting metrics and analysis
- Each of the above documents may be no more than one page

**PLEASE SUBMIT YOUR REQUEST BEFORE 5:00 P.M. APRIL 12<sup>TH</sup>, 2023.**

**A PUBLIC HEARING WILL BE HELD April 19<sup>TH</sup>, 2023 AT 6:00 P.M.**

**\*\*\*APPLICANTS ARE ENCOURAGED TO ATTEND\*\*\***

Requests can be mailed or delivered to:  
Re: Fiscal Year 24 Grant Donation Request  
City of Seaside  
989 Broadway  
Seaside, OR 97138

- OR -

Emailed: [zfleck@cityofseaside.us](mailto:zfleck@cityofseaside.us)  
"Subject: *Grant Donation Request*"



**Fiscal Year 2023 Proposed Operating Budget as of 02/24/2023**

	Bybee Lakes Hope Center	Outreach Programs	Clatsop County	Lincoln County	Tillamook County	Yamhill County	Admin and Organizational	Development	TOTAL
<b>Revenue</b>									
Grants-Government	4,189,506	-	130,000	900,000	625,000	15,000	-	-	5,859,506
Third Party Support/ Dues	156,800	-	100,000	40,000	33,600	94,000	-	-	424,400
Donations	1,534,000	105,000	38,000	166,000	18,000	10,900	-	-	1,871,900
Foundations	315,000	-	40,000	510,000	20,000	15,000	-	-	900,000
Corporations	30,000	-	5,000	10,000	2,500	2,500	-	-	50,000
Contracting Revenues	-	165,000	18,000	-	-	-	-	-	183,000
Fundraisers	-	-	-	-	-	-	-	200,000	200,000
<b>Total Revenue</b>	<b>6,225,306</b>	<b>270,000</b>	<b>331,000</b>	<b>1,626,000</b>	<b>699,100</b>	<b>137,400</b>	<b>-</b>	<b>200,000</b>	<b>9,488,806</b>
<b>Expenses</b>									
<b>Personnel</b>	<b>1,636,637</b>	<b>115,886</b>	<b>610,380</b>	<b>252,289</b>	<b>243,412</b>	<b>117,029</b>	<b>821,469</b>	<b>241,212</b>	<b>4,038,314</b>
<b>Facilities</b>									
Grounds Maintenance	85,000	-	5,000	3,000	3,000	3,000	-	-	99,000
Building Maintenance	240,000	-	21,826	27,283	10,000	15,000	-	-	314,109
Laundry	15,000	-	4,000	4,000	3,000	2,000	-	-	28,000
Permits & Fees	5,000	-	1,000	1,000	1,000	1,000	7,360	-	16,360
Safety Expense	22,000	-	6,947	4,000	4,000	-	-	-	36,947
Property Tax	-	-	2,800	-	-	11,000	3,940	-	17,740
Office Rental	1	-	-	-	-	-	27,738	-	27,739
Utilities	702,000	1,364	85,120	44,000	33,318	32,550	20,000	508	918,860
<b>Total Facilities</b>	<b>1,069,001</b>	<b>1,364</b>	<b>126,693</b>	<b>83,283</b>	<b>54,318</b>	<b>64,550</b>	<b>59,038</b>	<b>508</b>	<b>1,458,755</b>
<b>Program Costs</b>									
Food	60,000	500	6,000	6,000	1,000	500	-	-	74,000
Program Supplies	185,000	5,000	25,404	20,000	6,000	4,500	5,000	-	250,904
Drug and Alcohol Testing	20,000	-	8,580	3,300	2,400	3,700	-	-	37,980
Education	-	-	-	-	-	-	20,000	-	20,000
Program Software	49,902	36,000	16,185	11,036	2,930	3,988	-	-	120,041
Program Activities	-	-	-	-	-	-	-	-	-
<b>Total Program Costs</b>	<b>314,902</b>	<b>41,500</b>	<b>56,169</b>	<b>40,336</b>	<b>12,330</b>	<b>12,688</b>	<b>25,000</b>	<b>-</b>	<b>502,925</b>
<b>Professional Services</b>									
Legal Fees	-	-	-	-	-	-	80,000	-	80,000
Marketing	4,000	4,000	-	-	-	-	-	32,000	40,000
PEO Service Fees	58,388	3,432	22,776	11,388	8,134	3,254	16,268	4,881	128,521
Staff Training	-	-	-	-	-	-	35,000	-	35,000
Computer & Software	10,000	750	8,000	4,000	1,300	2,400	10,000	15,000	51,450
Insurance	-	11,825	-	-	-	-	235,175	-	247,000
Other Professional Services	-	20	-	-	-	-	53,000	60,000	113,020
<b>Total Professional Services</b>	<b>72,388</b>	<b>20,027</b>	<b>30,776</b>	<b>15,388</b>	<b>9,434</b>	<b>5,654</b>	<b>429,443</b>	<b>111,881</b>	<b>694,991</b>
<b>Administrative Expenses</b>									
Storage Fees	5,830	-	2,093	1,289	673	916	-	-	10,801
Office Supplies	15,000	600	2,600	8,000	1,200	1,200	15,500	500	44,600
Travel	-	-	-	5,000	-	-	3,000	2,000	10,000
Merchant Service Fees	-	-	-	-	-	-	11,100	4,000	15,100
Leased Equipment	9,000	-	-	-	-	-	-	-	9,000
Office Rental	3,887	-	1,395	860	448	610	28,800	-	36,000
Bank Service Charges	-	-	-	-	-	-	500	-	500
Charitable Contributions	-	-	-	-	-	-	5,000	-	5,000
Meals & Entertainment	2,000	-	1,000	2,000	1,000	1,000	10,000	3,000	20,000
Postage	210	-	-	-	30	20	400	2,473	3,133
Vehicle & Transportation	1,801	-	-	500	200	-	2,500	-	5,001
Gas And Fuel	10,000	6,000	-	-	-	-	20,000	-	36,000
Mileage Reimbursements	1,000	-	1,000	4,000	4,000	4,000	15,000	2,500	31,500
Vehicle Repairs / Maintenance	6,000	2,000	-	-	-	-	10,000	-	18,000
Dues & subscriptions	1,619	-	581	358	187	254	400	500	3,899
Miscellaneous Expenses	-	-	-	-	-	-	12,000	-	12,000
<b>Total Administrative Expenses</b>	<b>56,347</b>	<b>8,600</b>	<b>8,669</b>	<b>22,007</b>	<b>7,738</b>	<b>8,000</b>	<b>134,200</b>	<b>14,973</b>	<b>260,534</b>
<b>Other Expenses</b>									
Interest	-	-	40,000	-	-	-	40,000	-	80,000
Depreciation	-	-	-	-	-	-	1,953,287	-	1,953,287
Reserves	-	-	-	-	-	-	500,000	-	500,000
<b>Total Other Expenses</b>	<b>-</b>	<b>-</b>	<b>40,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,493,287</b>	<b>-</b>	<b>2,533,287</b>
<b>Total Expenses</b>	<b>3,149,275</b>	<b>187,377</b>	<b>872,688</b>	<b>413,302</b>	<b>327,232</b>	<b>207,922</b>	<b>3,962,437</b>	<b>368,573</b>	<b>9,488,806</b>
<b>Net Operating Surplus/(Deficit)</b>	<b>3,076,031</b>	<b>82,623</b>	<b>(541,688)</b>	<b>1,212,698</b>	<b>371,868</b>	<b>(70,522)</b>	<b>(3,962,437)</b>	<b>(168,573)</b>	<b>0</b>

## **Why the Funds are Needed**

Helping Hands Reentry Outreach Centers provides Trauma-Informed, Data-Driven, Person-Centered care for individuals and families experiencing homelessness in Oregon. The organization started in Seaside in Clatsop County in 2002. The newly opened Seaside Hope Center at the Jay Barber Campus serves the City of Seaside and the surrounding communities by providing navigation services, emergency shelter, and a long-term Reentry Program. For folks who come to the shelter, or any of our Hope Centers state-wide, the organization provides meals, beds, shelter, access to snacks 24/7, laundry services, and connections to services in the community. If the Reentry Program is the right fit for them, they also receive an Individual Reentry Plan (IRP) and case management. The IRP is the cornerstone of our reentry program in which an individual or family has their needs, traumas, obstacles, and goals evaluated with a case manager, and a plan is created of goals and tasks to achieve them so a person can enter sustainable housing on their timeline. Someone's IRP can include includes volunteer hours, seeking employment if applicable, acquiring government identification if needed, and a combination of required and optional courses. Required courses include parenting, money management, mental wellness, sobriety programs if applicable, tenant/landlord relationships, and more. Optional courses focus on mental wellness, emotional health, physical well-being, therapeutic activities and techniques, as well as skills building. Other optional courses include gardening, yoga, art, poetry, journalling, spiritual activities, and computer skills.

This request for \$50,000 is critical to keeping this program, which helps hundreds of individuals and families in Clatsop County every year, operating. With the opening of the new Seaside Hope Center at the Jay Barber Campus, we have increased our capacity to serve the county with one of the highest rates of community members experiencing homelessness per capita in the state of Oregon according to the Department of Housing and Urban Development. According to the most recent Point-in-Time Count, conducted in 2022 looking back at 2021, there were an estimated 928 individuals unsheltered; service providers believe this number is low. The numbers for 2022 will be released in the spring of 2023. The requested funds are needed to operate at full capacity in Seaside. The situation was made more urgent due to flooding at the Uniontown Hope Center in Astoria, Oregon when a sprinkler pipe burst. While the facility is still operational, it is at a limited capacity.



## **How the Funds will be Used**

With a year-over-year increase in individuals and families experiencing homelessness in Oregon, small and rural communities have been disproportionately impacted. Helping Hands provides necessary infrastructure to provide needed services to those individuals, while operating as a nonprofit that has multiple funding streams. The individuals and families who receive the organization's services receive the immediate benefit, as they are able to decompress, heal from trauma, receive services, and pursue sustainable housing. When they re-enter the community, participants often give back to their community. As those experiencing homelessness receive necessary services, the community will benefit from a healthier, safer, and cleaner environment, and a boost to the quality of life for everyone.

Helping Hands operated a facility in Seaside until 2016 and has run a warming center in partnership with Clatsop Community Action for the past two years. During those two years, there has been a 20% increase in those experiencing homelessness in the state of Oregon, which has put an enormous amount of stress on service providers. In rural counties, there are not enough providers to respond to such a rapid and dramatic increase. By providing emergency shelter beds, navigation resources, and a long-term Reentry Plan, Helping Hands can be a part of bringing community-based solutions by increasing bed space, providing access to critical wrap-around services, and providing a path to sustainable housing for hundreds of folks in Clatsop County, including in the City of Seaside. The Jay Barber Campus houses new facilities that will bring much-needed relief to the individuals and families who come. Using our proprietary database, TDS, we will be able to track navigation services, laundry use, bunks provided per night, meals served, and more at this new location. This data will help us get a bigger picture of the impact of our programs, the changing face of homelessness, and the needs of the folks experiencing homelessness in the City of Seaside.



# CITY OF SEASIDE

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(503) 738-5511  
cityofseaside.us



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989 Broadway St.  
Seaside, OR 97138

July 25, 2023

Helping Hands Reentry Outreach Center  
Attn: Mike Davis  
PO Box 413  
Seaside, OR 97138

Good afternoon,

I hope that this letter finds you well. On behalf of the City of Seaside, I would like to extend my sincere appreciation for the effort and time you invested in submitting your proposal for grant funding for the fiscal year 2023-2024. This letter is to inform you that the Seaside City Council and the Seaside Budget Committee have requested that your organization complete the steps detailed below and, once finished, appear before the Seaside City Council to detail your progress and request funding at that time. The steps that City Council would like for your organization to complete before requesting funding are:

- Schedule a time to appear before City Council and give an explanation of what the funds will be used for.

Once completed, please email Kim Jordan at [kjordan@cityofseaside.us](mailto:kjordan@cityofseaside.us) to request an appearance at a future City Council meeting. Please note that the next City Council agenda may be complete, and you may have to wait until a future meeting to appear before the body.

We look forward to hearing about your organization's progress in its endeavors.

Sincerely,

Zach Fleck  
Finance Director  
zfleck@cityofseaside.us



# City of Seaside City Council Meeting Staff Report

Meeting Date: September 11, 2023  
Author: Spencer Kyle, City Manager  
Department: City Manager's Office  
Subject: Amending Water Access/Demand Charges  
Type of Item: Resolution

---

## Introduction:

The City is seeking approval of a resolution to correct the City's recently adopted water rates.

## Background:

At the June 26, 2023, City Council meeting the City Council approved resolution #4029 adopting new water rates. The staff report and attached resolution included an error. The direction from the City Council at the time was to approve water rate "Option B", which placed proportionally more of the rate change on commercial water meters. Unfortunately, when moving the data from an excel spreadsheet to the staff report and resolution, the consumption rate for a 1.5-inch commercial meter was listed with the rate of a residential meter. The approved amount was \$3.21 per 100 cubic feet, and it should have been \$3.59 per 100 cubic feet of water.

## Department Review:

Staff are proposing the following change so that the rates are consistent with water revenue projections and analysis.

Meter Size	Current	Proposed
1 ½" meter	<del>\$3.21</del>	\$3.59

The rate of \$3.59 is conceptually what the Budget Committee and City Council committed to. In addition, this amount is what was included in the recent mailing concerning the rate changes that were sent to each account holder. It is the rate customers are expecting. This resolution has the same effective date as the previous changes, August 15, 2023, and will first be reflected in the October 2023 billing.

## Budget Impact:

The rate change will keep the City on the path to break even in the water fund in two years. If the rate is not increased, the City will fall short of that goal and will need a higher rate increase next year.

## Alternatives:

The City Council could decide not to take action on this item and leave the current rate in place.

## Requested Action:

If the City Council is inclined to approve the resolution, a Councilor would state:

“I move to read resolution #4032 by title only.”

Followed by,

“I move to approve resolution #4032.”

**Attachments:**

- Resolution #4032



# RESOLUTION #4032

## 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	Option B
5/8"-3/4" meter	\$24.30
1" meter	\$32.39
1 1/2" meter	\$44.96
2" meter	\$68.12
3" meter	\$113.59
4" meter	\$191.80
6" meter	\$363.41

**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 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	
5/8"-3/4" meter	\$3.21
1" meter	\$3.21
1 1/2" meter	\$3.59
2" meter	\$3.59
3" meter	\$3.59
4" meter	\$3.59
6" meter	\$3.59

**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



# City of Seaside City Council Meeting Staff Report

Meeting Date: September 11, 2023  
Author: Zach Fleck, Finance Director  
Department: Finance  
Subject: Policy For Public Contracting & Purchasing  
Type of Item: Resolution

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## **Introduction:**

The City of Seaside has created the proposed Policy for Public Contracting & Purchasing for City Council consideration.

## **Background:**

A city purchasing policy is instrumental in guaranteeing the appropriate utilization of public funds by establishing clear guidelines and procedures for procurement processes. Such policies help prevent fraud, corruption, and wasteful spending, ensuring that taxpayer dollars are allocated efficiently and effectively. By enforcing competitive bidding, transparency, and accountability, these policies help secure the best value for public investments, promoting responsible fiscal management. Additionally, they mandate compliance with legal and ethical standards, further safeguarding public funds and fostering public trust in the city's financial operations. In essence, these policies are indispensable tools for upholding the integrity and prudence of public financial management, ultimately benefiting the entire community.

The City's current purchasing policy is contained in City code sections 32.30 through 32.34, most of which were adopted by the City Council in 1976. While some updates were made in 1990 and 1994, the current policy remains out of date.

## **Department Review:**

Staff are recommending the City Council adopt the model policy published by the League of Oregon Cities (LOC). This model policy has been vetted by LOC staff and attorneys and is the basis for most city's policies throughout the state. The Seaside City Council can have assurance in the use of this model policy.

In addition, the Oregon Legislature recently passed SB 1047, which, among other things, updated the established thresholds for approval for public contracting and purchasing in the State of Oregon. Staff is recommending the City Council adopt the proposed resolution with an effective date of September 24, 2023, the effective date of the recent state legislative and with an increased threshold limits on January 1, 2023, as outlined in the table below:

<b>Public Contracting Thresholds</b>			
	Policy Section	Threshold Effective September 24, 2023	Threshold Effective January 1, 2024
City Manager authority to award contracts	III. D.	\$150,000 or less	\$250,000 or less
Small Procurements	VI. A.	\$10,000 or below	\$25,000 or below
Any procurement method	VI. A. 1.	Less than \$7,500	Less than \$10,000
Competitive verbal quotes or proposals and informal written solicitations for small procurements.	VI. A. 2.	\$7,500-\$10,000	\$10,000-\$25,000
Intermediate Procurements	VI. B.	\$10,000-\$150,000	\$25,000-\$250,000
Large Procurements	VI. C.	Greater than \$150,000	Greater than \$250,000

**Budget Impact:**

There is no direct budget impact of this decision.

**Alternatives:**

City Council could decide to not take action on this item and leave the current policy in place.

**Requested Action:**

If the City Council is inclined to approve the resolution, a Councilor would state:

“I move to read resolution #4033 by title only.”  
 Followed by,  
 “I move to approve resolution #4033 with an effective date of September 24, 2024.”

**Attachments:**

- Resolution #4033
- Proposed Policy for Public Contracting & Purchasing
- Senate Bill 1047

**RESOLUTION #4033**

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADOPTING A POLICY FOR PUBLIC CONTRACTING & PURCHASING**

WHEREAS, The City of Seaside (“City”) is an Oregon municipal corporation, which is subject to Oregon’s public contracting laws, and

WHEREAS, the City Council wishes to amend its existing rules for contracting and procurement, and

WHEREAS, the state legislature has adopted statutes applicable to public procurement, and

WHEREAS, there is a consistent need for the city to enter into public procurements and it is therefore appropriate for the city to adopt public contracting rules consistent with the state Public Contracting Code.

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

**SECTION 1.** That the City of Seaside hereby adopts the attached Policy for Public Contracting & Purchasing (“Policy”), and

**SECTION 2.** Effective Date. The Policy shall be effective September 24, 2023, and the following changes shall be effective January 1, 2024:

<b>Public Contracting Thresholds</b>			
	<b>Policy Section</b>	<b>Threshold Effective September 24, 2023</b>	<b>Threshold Effective January 1, 2024</b>
City Manager authority to award contracts	III. D.	\$150,000 or less	\$250,000 or less
Small Procurements	VI. A.	\$10,000 or below	\$25,000 or below
Any procurement method	VI. A. 1.	Less than \$7,500	Less than \$10,000
Competitive verbal quotes or proposals and informal written solicitations for small procurements.	VI. A. 2.	\$7,500-\$10,000	\$10,000-\$25,000
Intermediate Procurements	VI. B.	\$10,000-\$150,000	\$25,000-\$250,000
Large Procurements	VI. C.	Greater than \$150,000	Greater than \$250,000

**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



**CITY OF  
SEASIDE**

**Policy for Public  
Contracting & Purchasing**



CITY OF  
SEASIDE

# Policy for Public Contracting & Purchasing

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## Preface

Local governments in Oregon spend millions of dollars each calendar year to provide goods and services to their communities. Because the money being spent is taxpayer money, the highest standards of professionalism must apply.

Professionalism requires that the money be spent openly and in accordance with well-vetted and established procedures, and that the purchase is at an equitable and reasonable price.

To ensure transparency in public purchasing, the Oregon Legislative Assembly requires all cities to establish, implement and follow standardized procurement rules. ORS 279A.065 gives cities three choices in their establishment of standardized procurement rules: (1) follow the Model Rules adopted by the Oregon attorney general; (2) prescribe their own rules; or (3) prescribe their own rules which include portions of the Model Rules adopted by the Oregon attorney general.

If a city chooses to adopt its own rules, it is required to do two things. First, it must specifically state that the model rules adopted by the Oregon attorney general are not applicable to the city. Second, each time the Oregon attorney general's office modifies its Model Rules, the city is required to review the modified rules to ensure its own locally created and adopted rules are still compliant with all applicable state regulations.

This policy is based on the League of Oregon Cities (LOC) model policy. This allows the City of Seaside to stay up-to-date with applicable legislation and process updates.

## Public Purchasing Policy

### I. Introduction.

- A. Purpose of Purchasing Policy.** This policy is adopted by the city council as the governing body of the city to establish the rules and procedures for contracts entered into and purchases made by the city. It is the policy of the city in adopting this policy to utilize public contracting and purchasing practices and methods that maximize the efficient use of city resources and the purchasing power of city funds by:
1. Promoting impartial and open competition;
  2. Using solicitation materials that are complete and contain a clear statement of contract specifications and requirements; and
  3. Taking full advantage of evolving procurement methods that suit the purchasing needs of the city as they emerge within various industries.
- B. Interpretation of Purchasing Policy.** Except as specifically provided in this policy, public contracts and purchases shall be awarded, administered and governed according to ORS Chapters 279A, 279B and 279C (the “Public Contracting Code”) and the Attorney General’s Model Public Contract Rules (“Model Rules”), as they now exist.
1. In furtherance of the purposes of the objective set forth above in subsection A, it is the city’s intent that this policy be interpreted to authorize the full use of all contracting and purchasing powers described in ORS Chapters 279A, 279B and 279C.
  2. The Model Rules adopted under ORS 279A.065 shall apply to the contracts and purchases of the city to the extent they do not conflict with this policy and the rules and regulations adopted by the city.
  3. In the event of a conflict between any provisions of this policy and the Model Rules, the provisions of this policy shall prevail.
- C. Specific Provisions’ Precedence over General Provisions.** In the event of a conflict between the provisions of this policy, the more specific provision shall take precedence over the more general provision.
- D. Conflict with Federal Statutes and Regulations.** Except as otherwise expressly provided in ORS Chapters 279A, 279B and/or 279C, applicable federal statutes and regulations govern when federal funds are involved.

- II. Definitions.** Unless a different definition is specifically provided herein, or context clearly requires otherwise, the following terms have the meanings set forth herein. Additionally, any term defined in the singular includes the meaning of the plural, and vice versa.
- A. Administering agency.** The contracting agency that solicited and established the original contract in a cooperative procurement for goods, services, personal services, professional services or public improvements.
  - B. Affected person/offeror.** A person whose ability to participate in a procurement is adversely impaired by a city decision.
  - C. Architectural, engineering and land surveying services.** Professional services performed by an architect, engineer or land surveyor and includes architectural, engineering or land surveying services, separately or any combination thereof, as appropriate within the context of a section of this Model.
  - D. Award.** The decision to enter into a contract or purchase order with a specific offeror.
  - E. Bid.** A response to an invitation to bid.
  - F. Bidder.** A person who submits a bid in response to an invitation to bid.
  - G. Business with which a city employee is associated.** Any business in which a city employee is a director, officer, owner or employee, or any corporation in which a city employee owns or has owned ten percent (10%) or more of any class of stock at any point in the preceding calendar year.
  - H. City.** The City of Seaside, a municipal corporation and a contracting and purchasing agency.
  - I. City manager.** The person appointed by the city council to the position of city manager.
  - J. Closing.** The date and time announced in a solicitation document as the deadline for submitting bids or offers.
  - K. Contract.** See Public Contract.
  - L. Contractor.** The person who enters into a contract with the city.
  - M. Contract price.** As the context requires:
    - 1. The maximum payment that the city will make under a contract if the contractor fully performs under the contract, including bonuses, incentives and contingency amounts;

2. The maximum not-to-exceed payment specified in the contract; or
  3. The unit prices set forth in the contract.
- N. Contracting agency.** A public body authorized by law to conduct a procurement.
- O. Cooperative procurement.** A procurement conducted by, or on behalf of, one or more contracting agencies.
- P. Days.** Calendar days.
- Q. Emergency.** Involves circumstances that:
1. Could not have been reasonably foreseen;
  2. Create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and
  3. Require prompt execution of a contract or amendment in order to remedy the condition.
- R. Findings.** The justification for a conclusion. If the justification relates to a public improvement contract, findings may be based on information that includes, but is not limited to:
1. Operational, budget and financial data;
  2. Public benefits;
  3. Value engineering;
  4. Specialized expertise;
  5. Market conditions;
  6. Technical complexity; and
  7. Funding sources.
- S. Goods and/or services.** Supplies, equipment, materials and services, other than personal services, and any personal property, including any tangible, intangible and intellectual property and rights and licenses in relation thereto. The term includes combinations of any of the items identified in the definition.
- T. Grant.** An agreement under which:
1. The city receives moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;

- a. The assistance received by the city is from a grantor for the purpose of supporting or stimulating a program or activity of the city; and
  - b. No substantial involvement by the grantor is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions; or
- 2. The city provides moneys, property or other assistance, including but not limited to, federal assistance that is characterized as a grant by federal law or regulation, loans, loan guarantees, credit enhancements, gifts, bequests, commodities or other assets;
  - a. The assistance is given to the recipient for the purpose of supporting or stimulating a program or activity of the recipient; and
  - b. No substantial involvement by the city is anticipated in the program or activity other than involvement associated with monitoring compliance with grant conditions.
- U. Immediate family member.** An employee's: spouse, and parents thereof; children, and spouses thereof; parents, and spouses thereof; siblings, and spouses thereof; grandparents and grandchildren, and spouses thereof; and domestic partner, and parents thereof.
- V. Offer.** A bid, proposal, quote or other response to a solicitation document.
- W. Offeror.** A person who submits an offer.
- X. Opening.** The date, time and place announced in the solicitation document for the public opening of written sealed offers.
- Y. Original contract.** The initial contract or price agreement solicited and awarded during a cooperative procurement by an administering agency.
- Z. Purchasing agency.** An agency that procures goods or services, personal services, or public improvements from a contractor based on the original contract established by an administering agency in a cooperative procurement.
- AA. Person.** An individual, corporation, business trust, estate, trust, partnership, limited liability company, association, joint venture, governmental agency, public body, public corporation or other legal or commercial entity, and any other person or entity with legal capacity to contract.

**BB. Personal services.** Services, other than professional services, that require specialized skill, knowledge and resources in the application of technical or scientific expertise or in the exercise of professional, artistic or management discretion or judgment.

1. Qualifications and performance history, expertise and creativity, and the ability to exercise sound professional judgment are typically the primary considerations when selecting a personal services contractor, with price being secondary.
2. Personal services contracts include, but are not limited to, the following classes of contracts:
  - a. Contracts for services performed in a professional capacity, including but not limited to, services of an accountant, attorney, auditor, court reporter, information technology consultant, physician or broadcaster;
  - b. Contracts for professional or expert witnesses or consultants to provide services or testimony relating to existing or potential litigation or legal matters in which the city is or may become interested;
  - c. Contracts for services as an artist in the performing or fine arts, including any person identified as a photographer, film maker, actor, director, painter, weaver or sculptor;
  - d. Contracts for services that are specialized, creative or research-oriented; and/or
  - e. Contracts for services as a consultant.

**CC. Price agreement.** A contract for the procurement of goods or services at a set price which has:

1. No guarantee of a minimum or maximum purchase; or
2. An initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services with no guarantee of any minimum or maximum additional purchase.

**DD. Procurement.** The act of purchasing, leasing, renting or otherwise acquiring goods or services, personal services or professional services. It includes each function and procedure undertaken or required to be undertaken to enter into a contract, administer a contract and obtain the performance of a contract for goods or services, personal services or professional services.

- EE. Professional services.** Architectural, engineering, land surveying, photogrammetric, transportation planning or related services, or any combination of these services, provided by a consultant.
- FF. Proposal.** A response to a request for proposals.
- GG. Proposer.** A person that submits a proposal in response to a request for proposals.
- HH. Provider.** As the context requires, a supplier of goods or services, personal services, or professional services.
- II. Public contract.** A sale or other disposal, or a purchase, lease, rental or other acquisition, by the city of personal property, goods or services, including personal services, professional services, public improvements, public works, minor alterations, or ordinary repair or maintenance necessary to preserve a public improvement. It does not include grants.
- JJ. Public contracting.** Procurement activities relating to obtaining, modifying or administering contracts or price agreements.
- KK. Public improvement.** A project for construction, reconstruction or major renovation on real property, by or for the city. It does not include projects for which no funds of the city are directly or indirectly used, except for participation that is incidental or related primarily to project design or inspection; or emergency work, minor alteration, or ordinary repair or maintenance necessary to preserve a public improvement.
- LL. Public improvement contract.** A contract for a public improvement. This does not include a contract for emergency work, minor alterations, or ordinary repair or maintenance necessary to maintain a public improvement.
- MM. Recycled product.** All materials, goods and supplies, not less than fifty percent (50%) of the total weight of which consists of secondary and post-consumer waste with not less than ten percent (10%) of its total weight consisting of post-consumer waste. It includes any product that could have been disposed of as solid waste, having completed its life cycle as a consumer item, but otherwise is refurbished for reuse without substantial alteration of the product's form.
- NN. Related services.** Personal services, other than architectural, engineering and land survey services, that are related to the planning, design, engineering or oversight of public improvement projects or components thereof, including but not limited to:



1. Landscape architectural services;
2. Facilities planning services;
3. Energy planning services;
4. Space planning services;
5. Environmental impact studies;
6. Hazardous substances or hazardous waste or toxic substances testing services;
7. Wetland delineation studies;
8. Wetland mitigation services;
9. Native American studies;
10. Historical research services;
11. Endangered species studies;
12. Rare plant studies;
13. Biological services;
14. Archaeological services;
15. Cost estimating services;
16. Appraising services;
17. Material testing services;
18. Mechanical system balancing services;
19. Commissioning services;
20. Project management services;
21. Construction management services and owner's representatives service; and/or
22. Land use planning services.

**OO. Request for proposals.** A solicitation document used for soliciting proposals.

**PP. Request for qualifications.** A written document issued by the city describing particular services to which potential contractors respond with a description of their experience and qualifications that results in a list of potential contractors who are qualified to perform those services, but which is not intended to create a contract between a potential contractor on the list and the city.

- QQ. Revenue generating agreements.** Contracts or agreements for services that generate revenue and that are typically awarded to the offeror proposing the most advantageous or highest monetary return.
- RR. Scope.** The range and attributes of the goods or services described in a procurement document.
- SS. Signed or signature.** Any mark, word or symbol attached to or logically associated with a document and executed or adopted by a person with the authority and intent to be bound.
- TT. Solicitation.** As the context requires:
1. A request for the purpose of soliciting offers, including an invitation for bid, a request for proposal, a request for quotation, a request for qualifications, or other similar documents;
  2. The process of notifying prospective offerors of a request for offers; and/or
  3. The solicitation document.
- UU. Work.** The furnishing of all materials, equipment, labor and incidentals necessary to successfully complete any individual item in a contract and successful completion of all duties and obligations imposed by the contract.
- VV. Written or in writing.** Conventional paper documents, whether handwritten, typewritten or printed, in contrast to spoken words, including electronic transmissions or facsimile documents when required by applicable law or permitted by a solicitation document or contract.

### III. Authority.

- A. City Council as Local Contract Review Board.** The city council is designated as the local contract review board of the city and has all the rights, powers and authority necessary to carry out the provisions of this policy, the Public Contracting Code, and/or the Model Rules.
- B. Application of Attorney General’s Model Rules of Procedure.** Pursuant to ORS 279A.065(6), the city has elected to establish its own policy for public contracting and purchasing. Except as provided herein, the Model Rules do not apply to the city.
- C. Inapplicability of policy.** This policy does not apply to the following:

1. Contracts or agreement to which the Public Contracting Code does not apply;
2. Contracts, intergovernmental and interstate agreements entered into pursuant to ORS Chapter 190;
3. Grants;
4. Acquisitions or disposals of real property or interests in real property;
5. Procurements from an Oregon Corrections Enterprise program;
6. Contracts, agreements or other documents entered into, issued or established in connection with:
  - a. The incurring of debt, including any associated contracts, agreements or other documents, regardless of whether the obligations that the contracts, agreements or other documents establish are general, special or limited;
  - b. The making of program loans and similar extensions or advance of funds, aid or assistance by the city to a public or private person for the purpose of carrying out, promoting or sustaining activities or programs authorized by law other than for the construction of public works or public improvements;
  - c. The investment of funds by the city as authorized by law; or
  - d. Banking, money management or other predominantly financial transactions that, by their character, cannot practically be established under the competitive contractor selection procedures, based upon the findings of the city manager.
7. Contracts for employee benefit plans;
8. Contracts with newspapers and other publications for the placement of advertisements or public notices;
9. Contracts for items where the price is regulated and available from a single source or limited number of sources;
10. Insurance contracts;
11. Revenue-generating agreements;
12. Federal agreements where applicable federal statutes and regulations govern when federal funds are involved and the federal statutes or regulations conflict with any provision of the Oregon Public Contracting Code or this policy, or require additional

conditions in public contracts not authorized by the Oregon Public Contracting Code or this policy.

**D. Authority of City Manager.** For contracts and purchases covered by this policy, the city manager is authorized to:

1. Award contracts and amendments without specific authorization by the city council whenever the contract amount is \$150,000 or less and the proposed expenditure is included in the current fiscal year budget.
2. Execute contracts and amendments with specific authorization by the city council whenever the contract or amendment amount is greater than \$150,000 and the proposed expenditure is included in the current fiscal year budget.
3. As the purchasing agent for the city, the city manager is authorized to:
  - a. Advertise for bids or proposals without specific authorization from the city council, when the proposed purchase is included within the current fiscal year budget.
  - b. Advertise for bids or proposals when the proposed purchase is not included within the current fiscal year budget after the city council approves the proposed budget transfer.
  - c. Purchase goods, services and/or property without specific authorization by the city council whenever the amount is \$150,000 or less and the proposed expenditures are included in the current fiscal year budget.
  - d. Purchase goods, services and/or property with specific authorization by the city council whenever the amount is greater than \$150,000 and the proposed expenditure is included in the current fiscal year budget.
  - e. Purchases of any goods or services in excess of \$10,000 made by city employees require authorization of the city manager and finance director.
  - f. Departments shall communicate purchase requirements to the city manager and plan sufficiently in advance so that orders can be placed in economical quantities.
4. Delegate, in writing, the signature authority described in the above subsection (2) and the purchasing powers described in the above subsection (3). In the absence of a written delegation to the contrary, and in the absence of the city manager, the signature

authority described in the above subsection (2) and the purchasing powers described in the above subsection (3) are delegated in order as follows:

- a. Assistant City Manager;
  - b. Finance Director; and
  - c. Mayor.
5. Adopt forms, procedures, computer software, and administrative rules for all city purchases regardless of the amount.
- a. When adopting the forms, procedures, computer software, and/or administrative rules, the city manager shall establish practices and policies that:
    - i. Do not encourage favoritism or substantially diminish competition; and
    - ii. Allow the city to take advantage of the cost-saving benefits of alternative contracting methods and practices;
  - b. The city shall use these forms, procedures, computer software and administrative rules unless they conflict with the policy.
- E. Favorable Terms.** Contracts and purchases shall be negotiated on the most favorable terms in accordance with this policy, other adopted ordinances, state and federal laws, policies and procedures.
- F. Unauthorized Contracts or Purchases.** Public contracts entered into or purchases made as authorized herein shall be voidable at the sole discretion of the city.
1. The city may take appropriate action in response to execution of contracts or purchases made contrary to this provision.
  2. Such actions include, but are not limited to, providing educational guidance, imposing disciplinary measures, and/or holding individuals personally liable for such contracts or purchases.
- G. Purchasing from City Employees or Employees' Immediate Family Prohibited.** No contract shall be entered into with or purchase made from any city employee or employee's immediate family member, or any business with which the employee is associated, unless:
1. The contract or purchase is expressly authorized and approved by the city council; or

2. The need for the contract or purchase occurs during a state of emergency, and the city manager finds, in writing, that the acquisition from the employee, employee's immediate family member or business with which the employee is associated is the most expeditious means to eliminate the threat to public health, safety and welfare.

#### IV. Preferences.

- A. **Discretionary Local Preference.** If the solicitation is in writing, the city manager may provide a specified percentage preference of not more than ten percent (10%) for goods fabricated or processed entirely in Oregon or services performed entirely in Oregon.
  1. When a preference is provided under this subsection, and more than one offeror qualifies for the preference, the city manager may give further preference to a qualifying offeror that resides in or is headquartered in Seaside, Oregon.
  2. The city manager may establish a preference percentage of ten percent (10%) or higher if the city manager makes a written determination that good cause exists to establish the higher percentage, explains the reasons, and provides evidence of good cause.
  3. The preference described in this subsection cannot be applied to a contract for emergency work, minor alterations, and ordinary repairs or maintenance of public improvements.
- B. **Mandatory Tie Breaker Preference.** If offers are identical in price, fitness, availability and the quality is identical, and the city desires to award the contract, the preferences provided in ORS 279A.120 shall be applied prior to the contract award.
- C. **Reciprocal Preference.** Reciprocal preferences must be given when evaluating bids, if applicable under ORS 279A.120.
- D. **Preference for Recycled Materials and Supplies.** Preferences for recycled goods shall be given when comparing goods, if applicable under ORS 279A.125. The city manager shall adopt standards to determine if goods are manufactured from recycled materials.

#### V. General Provisions.

- A. **Public Notice.** Unless otherwise specifically provided by this policy, any notice required to be published by this policy may be published using any method the city manager deems appropriate, including but not limited to, mailing notice to persons that have requested notice in

writing, placing notice on the city's website, or publishing in statewide trade or local publications.

**B. Procedure for Competitive Verbal Quotes and Proposals.**

Where allowed by this policy, solicitations by competitive verbal quotes and proposals shall be based on a description of the quantity of goods or services to be provided, and may be solicited and received by phone, or facsimile or email if authorized by the city manager.

1. A good faith effort shall be made to contact at least three (3) potential providers.
2. If three (3) potential providers are not reasonably available, fewer will suffice, provided the reasons three potential providers are not reasonably available is documented as part of the procurement file.

**C. Procedure for Informal Written Solicitation.** Where allowed by this policy, informal written solicitations shall be made by a solicitation document sent to not less than three (3) prospective providers.

1. The solicitation document shall request competitive price quotes or competitive proposals, and include:
  - a. The date, time and place that price quotes or proposals are due;
  - b. A description or quantity of the good or service required;
  - c. Any statement of period for which price quotes or proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
  - d. Any required contract terms or conditions; and
  - e. Any required bid form or proposed format.
2. Price quotes or proposals shall be received by the city manager or delegate at the date, time and place established in the solicitation document.
  - a. The city manager or delegate shall keep a written record of the sources of the quotes or proposals.
  - b. If three (3) quotes or proposals are not reasonably available, fewer shall suffice, but the city manager or delegate shall make a written record of the effort made to obtain quotes or proposals as part of the procurement file.

**D. Procurement Methods for Professional Services and Public Improvements.** The city shall apply the Public Contracting Code and

the Model Rules when procuring professional services and public improvements and processing protests thereof. The Oregon Public Contracting Code can be found [here](#).

**E. Retroactive Approval.** Retroactive approval of a contract means the award or execution of a contract where work was commenced without final award or execution. The city manager may make a retroactive approval of a contract only if the responsible employee submits a copy of the proposed contract to the city manager, along with a written request for contract retroactive approval, that contains:

1. An explanation of the reason work was commenced before the contract was finally awarded or executed;
2. A description of steps being taken to prevent similar occurrences in the future;
3. Evidence that, but for the failure to finally award or execute the contract, the employee complied with all other steps required to properly select a contractor and negotiate the contract; and
4. A proposed form of contract.

## **VI. Source Selection Methods for Goods or Services, Other Than Personal or Professional Services.**

**A. Small Procurements.** Contracts for or purchases of goods or services with a contract price of \$10,000 or less are small procurements.

1. Purchases less than \$7,500. The city manager may use any procurement method the city manager deems practical or convenient, including direct negotiation or award, for small procurements of goods or services with a contract price of less than \$7,500.
2. Purchases between \$7,500 and \$10,000. The city manager may use competitive verbal quotes or proposals and informal written solicitations for small procurements of goods or services with a contract price between \$7,500 and \$10,000.
3. Negotiations. The city manager may negotiate with an offeror to clarify competitive verbal quotes or proposals or informal written proposals, or to make modifications that will make the quote or proposal acceptable or more advantageous to the city.
4. Award. If a contract is awarded, the award shall be made to the offeror whose verbal quote or proposal the city manager determines will best serve the interests of the city, taking into account price as well as any other relevant considerations, including but not limited



to, experience, expertise, product functionality, suitability for a particular purpose, delivery, and contractor responsibility.

5. Amendments. Small procurement contracts may be amended if the cumulative amendments do not increase the total contract price to more than twenty-five percent (25%) of the original contract price.
6. Public notice. No public notice of small procurements is required.

**B. Intermediate Procurements.** Contracts for goods or services with a contract price greater than \$10,000 and less than or equal to \$150,000 are intermediate procurements.

1. Intermediate procurements shall be by informal written solicitation.
2. Negotiations. The city manager may negotiate with an offeror to clarify an informal written solicitation, or to make modifications that will make the quote, proposal or solicitation acceptable or more advantageous to the city.
3. Award. If a contract is awarded, the award shall be made to the offeror whose competitive verbal quote or proposal or informal written solicitation the city manager determines will best serve the interests of the city, taking into account price or any other relevant considerations, including but not limited to, experience, expertise, product functionality, suitability for a particular purpose, delivery and contractor responsibility.
4. Amendments. Intermediate procurement contracts may be amended if the cumulative amendments do not increase the total contract price by more than twenty-five percent (25%) of the original contract price.
5. Public notice. Public notice is required for intermediate procurements with a contract price equal to or exceeding \$50,000.

**C. Large Procurements.** Contracts for goods or services with a contract price greater than \$150,000 are large procurements.

1. The city manager may use competitive sealed bidding as set forth in ORS 279B.055, or competitive sealed proposals as set forth in ORS 279B.060.
2. When using either competitive sealed bidding or competitive sealed proposals, the city manager shall follow the applicable procedures set out in the Model Rules.
3. The city shall apply the applicable procedure set out in the Model Rules for processing protests of large procurements.

## VII. Personal Services Contracts.

**A. Classification of Services as Personal Services.** In addition to the classes of personal services contracts identified in the definition of personal services contracts, the city manager may classify additional specific types of services as personal services. In determining whether a service is a personal service, the city manager shall consider:

1. Whether the work requires specialized skills, knowledge and resources in the application of technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment;
2. Whether the city intends to rely on the contractor's specialized skills, knowledge and expertise to accomplish the work; and
3. Whether selecting a contractor primarily on the basis of qualifications, rather than price, would most likely meet the city's needs and result in obtaining satisfactory contract performance and optimal value.
4. A service shall not be classified as personal services for the purposes of this policy if:
  - a. The work has traditionally been performed by contractors selected primarily on the basis of price; or
  - b. The services do not require specialized skills, knowledge and resources in the application of highly technical or scientific expertise, or the exercise of professional, artistic or management discretion or judgment.

**B. Requests for Qualifications.** At the city manager's discretion, a request for qualifications may be used to determine whether competition exists to perform the needed personal services or to establish a non-binding list of qualified contractors for individual negotiation, informal written solicitations or requests for proposals.

1. A request for qualifications shall describe the particular type of personal services that will be sought, the qualifications the contractor must have to be considered, and the evaluation factors and their relative importance.
2. A request for qualifications may require information including, but not limited to:
  - a. The contractor's particular capability to perform the required personal services;

- b. The number of experienced personnel available to perform the required personal services;
  - c. The specific qualifications and experience of personnel;
  - d. A list of similar personal services the contractor has completed;
  - e. References concerning past performance; and
  - f. Any other information necessary to evaluate the contractor's qualifications.
3. A voluntary or mandatory qualifications pre-submission meeting may be held for all interested contractors to discuss the proposed personal services. The request for qualifications shall include the date, time and location of the meeting.
  4. Unless the responses to a request for qualifications establish that competition does not exist, the request for qualifications is canceled, or all responses to the request for qualifications are rejected, and all respondents who meet the qualifications set forth in the request for qualifications shall receive notice of any required personal services and have an opportunity to submit a proposal in response to request for proposals.

**C. Direct Negotiations.** Personal services may be procured through direct negotiations if:

1. The contract price does not exceed \$75,000 and the work is within a budgetary appropriation or approved by the city council; or
2. The confidential personal services, including special counsel, or professional or expert witnesses or consultants, are necessary to assist with pending or threatened litigation or other legal matters in which the city may have an interest; or
3. The nature of the personal service is not project-driven but requires an ongoing, long-term relationship of knowledge and trust.
4. Amendments. Personal services contracts procured by direct negotiation pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

5. Public Notice. No public notice of personal services contracts procured by direct negotiations is required.

**D. Informal Written Solicitations.** An informal written solicitation process may be used for personal services when the contract price is less than \$125,000.

1. An informal written solicitation shall solicit proposals from at least three (3) qualified providers. If the city manager determines three (3) qualified providers are not reasonably available, fewer shall suffice if the reasons three (3) providers are not reasonably available are documented in the procurement file.
2. The solicitation document shall include:
  - a. The date, time and place that proposals are due;
  - b. A description of personal services sought, or the project to be undertaken;
  - c. Any statement of the time period for which proposals must remain firm, irrevocable, valid and binding on the offeror. If no time is stated in the solicitation document, the period shall be thirty (30) days;
  - d. Any required contract terms or conditions; and
  - e. Any required bid form or proposal format.
3. Selection and ranking of proposals may be based on the following criteria:
  - a. Particular capability to perform the personal services required;
  - b. Experienced staff available to perform the personal services required, including the proposer's recent, current and projected workloads;
  - c. Performance history;
  - d. Approach and philosophy used in providing personal services;
  - e. Fees or costs;
  - f. Geographic proximity to the project or the area where the services are to be performed; and
  - g. Such other factors deemed appropriate, including a desire to ensure an equitable distribution of work among highly qualified contractors.

4. The city manager shall maintain written documentation of the solicitation, including solicitation attempts, responses, and provider names and addresses in the procurement file.
5. Amendments. Personal services contracts procured by informal written solicitations pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.
6. Public Notice. No public notice of personal services contracts procured by informal written solicitations pursuant to this section is required.

**E. Requests for Proposals.** A request for proposals shall be used to procure personal services when the contract price is \$125,000 or more or the complexity of the project requires the use of a formal competitive process to determine whether a particular proposal is most advantageous to the city.

1. Request for Proposal. The request for proposal shall include:
  - a. Notice of any pre-offer conference, including:
    - i. The time, date and location;
    - ii. Whether attendance at the pre-offer conference is mandatory or voluntary; and
    - iii. A provision that statements made by representatives of the city at the pre-offer conference are not binding unless confirmed by written addendum.
  - b. The form and instructions for submission of proposals, including the location where proposals must be submitted, the date and time by which proposals must be received and any other special information, e.g., whether proposals may be submitted by electronic means;
  - c. The name and title of the person designated for the receipt of proposals and the person designated as the contact person for the procurement, if different;

- d. A date, time and place that pre-qualification applications, if any, must be filed and the classes of work, if any, for which proposers must be pre-qualified;
  - e. A statement that the city may cancel the procurement or reject any or all proposals;
  - f. The date, time and place of opening;
  - g. The office where the request for proposals may be reviewed;
  - h. A description of the personal services to be procured;
  - i. The evaluation criteria;
  - j. The anticipated schedule, deadlines, evaluation process and protest process;
  - k. The form and amount of any proposal security deemed reasonable and prudent by the city manager to protect the city's interests;
  - l. A description of the manner in which proposals will be evaluated, including the relative importance of price and other evaluation factors used to rate the proposals;
  - m. If more than one tier of competitive evaluation will be used, a description of the process under which the proposals will be evaluated in the subsequent tiers;
  - n. If contracts will be awarded to more than one personal services contractor, an identification of the manner in which the city will determine the number of contracts to be awarded, or that the manner will be left to the city's discretion at time of award;
  - o. If contracts will be awarded to more than one personal services contractor, the criteria to be used to choose from the multiple contracts when acquiring personal services shall be identified;
  - p. All required contract terms and conditions, including the statutorily required provisions in ORS 279B.220, 279B.230 and 279B.235; and
  - q. Any terms and conditions authorized for negotiation.
2. Public Notice. The city manager shall provide public notice of a request for proposals for personal services.
- a. Public notice shall be given not less than twenty-one (21) days prior to closing for the request for proposals, unless the city manager determines that a shorter interval is in the public's

interest, or a shorter interval will not substantially affect competition.

- b. The city manager shall document the specific reasons for the shorter public notice period in the procurement file.
3. Amendments. Personal services contracts procured by requests for proposals pursuant to this section may be amended, provided the amendment is within the scope of the original contract and the cumulative amount of the amendments does not increase the total contract price by more than twenty-five percent (25%) over the original contract price; or the amendment is necessary to complete the work being performed and it would be unreasonable or impracticable to seek another provider within the time frames needed to complete the work.

## **VIII. Alternative Source Selection Methods for Goods or Services & Personal Services.**

**A. Sole-Source Procurements.** A contract may be awarded as a sole-source procurement without competition pursuant to this section.

1. Determination of Sole Source. Before a sole-source contract may be awarded, the city manager shall make written findings that the goods or services, personal services or professional services are available from only one source, based on one or more of the following criteria:
  - a. The efficient use of existing goods or services, personal services or professional services requires the acquisition of compatible goods or services, personal services or professional services that are available from only one source;
  - b. The goods or services, personal services or professional services are available from only one source and required for the exchange of software or data with other public or private agencies;
  - c. The goods or services, personal services or professional services are available from only one source, and are needed for use in a pilot or an experimental project; or
  - d. Other facts or circumstances exist that support the conclusion that the goods or services, personal services or professional services are available from only one source.
2. Negotiations. To the extent reasonably practical, contract terms advantageous to the city shall be negotiated with the sole source provider.

3. Notice. The city manager shall post notice of any determination that the sole source selection method will be used on the city's website not less than ten (10) days prior to the date a sole source contract will be awarded. The notice shall describe the goods or services, personal services or professional services to be procured, identify the prospective contractor and include the date and time when, and place where, protests of the use of a sole source selection method must be filed.

**B. Special Procurements.** In its capacity as contract review board for the city, the city council, upon its own initiative or upon request of the city manager, may create special selection, evaluation and award procedures for, or may exempt from competition, the award of a specific contract or class of contracts as provided in this section.

1. Basis for Approval. The approval of a special solicitation method or exemption from competition must be based upon a record before the city council that contains the following:
  - a. The nature of the contract or class of contracts for which the special solicitation or exemption is requested;
  - b. The estimated contract price or cost of the project, if relevant;
  - c. Findings to support the substantial cost savings, enhancement in quality or performance, or other public benefit anticipated by the proposed selection method or exemption from competitive solicitation;
  - d. Findings to support the reason that approval of the request would be unlikely to encourage favoritism or diminish competition for the public contract or class of public contracts, or would otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with the solicitation requirements that would otherwise be applicable under these regulations;
  - e. A description of the proposed alternative contracting methods to be employed; and
  - f. The estimated date by which it would be necessary to let the contract(s).
2. In making a determination regarding a special selection method, the city council may consider the type, cost, amount of the contract or class of contracts, number of persons available to make offers, and such other factors as it may deem appropriate.



3. Hearing. The city shall approve the special solicitation or exemption after a public hearing before the city council.
  - a. At the public hearing, the city shall offer an opportunity for any interested party to appear and present comment.
  - b. The city council shall consider the findings and may approve the exemption as proposed or as modified by the city council after providing an opportunity for public comment.

**C. Contracts.** Subject to award at the city manager's discretion. The following classes of contracts may be awarded in any manner that the city manager deems appropriate to the city's needs, including by direct appointment or purchase. Except where otherwise provided, the city manager shall make a record of the method of award.

1. Amendments. Contract amendments shall not be considered to be separate contracts if made in accordance with the policy.
2. Copyrighted Materials; Library Materials. Contracts for the acquisition of materials entitled to copyright, including but not limited to, works of art and design, literature and music, or materials even if not entitled to copyright, purchased for use as library lending materials.
3. Equipment Repair. Contracts for equipment repair or overhauling, provided the service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing.
4. Government-Regulated Items. Contracts for the purchase of items for which prices or selection of suppliers are regulated by a governmental authority.
5. Non-Owned Property. Contracts or arrangements for the sale or other disposal of abandoned property or other personal property not owned by the city.
6. Specialty Goods for Resale. Contracts for the purchase of specialty goods by the city for resale to consumers.
7. Sponsorship Agreements. Sponsorship agreements, under which the city receives a gift or donation in exchange for recognition of the donor.
8. Structures. Contracts for the disposal of structures located on city-owned property.

9. Renewals. Contracts that are being renewed in accordance with their terms are not considered to be newly issued contracts and are not subject to competitive procurement procedures.
  10. Temporary Extensions or Renewals. Contracts for a single period of one (1) year or less, for the temporary extension or renewal of an expiring and non-renewable, or recently expired, contract, other than a contract for public improvements.
  11. Temporary Use of City-Owned Property. The city may negotiate and enter into a license, permit or other contract for the temporary use of city-owned property without using a competitive selection process if:
    - a. The contract results from an unsolicited proposal to the city based on the unique attributes of the property or the unique needs of the proposer;
    - b. The proposed use of the property is consistent with the city's use of the property and the public interest; and
    - c. The city reserves the right to terminate the contract without penalty, in the event that the city determines that the contract is no longer consistent with the city's present or planned use of the property or the public interest.
  12. Used Property. The city manager may contract for the purchase of used property by negotiation if such property is suitable for the city's needs and can be purchased for a lower cost than substantially similar new property.
    - a. For this purpose, the cost of used property shall be based upon the life-cycle cost of the property over the period for which the property will be used by the city.
    - b. The city manager shall record the findings that support the purchase.
  13. Utilities. Contracts for the purchase of steam, power, heat, water, telecommunications services, and other utilities.
  14. Conference/Meeting Room Contracts. Contracts entered into for meeting room rental, hotel rooms, food and beverage, and incidental costs related to conferences and city-sponsored workshops and trainings.
- D. Emergency Procurements.** When the city manager determines that immediate execution of a contract within the city manager's authority is necessary to prevent substantial damage or injury to persons or

property, the city manager may execute the contract without competitive selection and award or city council approval, but, where time permits, competitive quotes should be sought from at least three (3) providers.

1. When the city manager enters into an emergency contract, the city manager shall, as soon as possible in light of the emergency circumstances, document the nature of the emergency, the method used for selection of the particular contractor, and the reason why the selection method was deemed in the best interest of the city and the public.
2. The city manager shall also notify the city council of the facts and circumstances surrounding the emergency execution of the contract.

**E. Cooperative Procurement Contracts.** Cooperative procurements may be made without competitive solicitation as provided in the Public Contracting Code.

## **IX. Surplus Property.**

**A. General Methods.** Surplus property may be disposed of by any of the following methods upon a determination by the city manager that the method of disposal is in the best interest of the city. Factors that may be considered by the city manager include costs of sale, administrative costs, and public benefits to the city.

1. Governments. Without competition, by transfer or sale to another government department or public agency.
2. Auction. By publicly advertised auction to the highest bidder.
3. Bids. By publicly advertised invitation to bid.
4. Liquidation Sale. By liquidation sale using a commercially recognized third-party liquidator selected in accordance with this policy for the award of personal services contracts.
5. Fixed Price Sale. The city manager may establish a selling price based upon an independent appraisal or published schedule of values generally accepted by the insurance industry, schedule and advertise a sale date, and sell to the first buyer meeting the sales terms.
6. Trade-In. By trade-in, in conjunction with acquisition of other price-based items under a competitive solicitation. The solicitation shall require the offer to state the total value assigned to the surplus property to be traded.

7. Donation. By donation to any organization operating within or providing a service to residents of the state of Oregon, which is recognized by the Internal Revenue Service as an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

- B. Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. The employee making the disposal shall make a record of the value of the item and the manner of disposal.
- C. Personal-Use Items.** An item (or indivisible set) of specialized and personal use with a current value of less than \$100 may be sold to the employee or retired or terminated employee for whose use it was purchased. These items may be sold for fair market value without bid and by a process deemed most efficient by the city manager.
- D. Restriction on Sale to City Employees.** Unless subject to an open and public bid process, City employees shall not compete, as members of the public, for the purchase of publicly sold surplus property.
- E. Conveyance to Purchaser.** Upon the consummation of a sale of surplus personal property, the city shall make, execute and deliver a bill of sale or similar instrument signed on behalf of the city, conveying the property in question to the purchaser and delivering possession, or the right to take possession, of the property to the purchaser.

**X. Protest and Appeal Procedures.**

- A. Appeal of Debarment or Prequalification Decision.**
  - 1. Right to Hearing. Any person who has been debarred from competing for the city's contracts or for whom prequalification has been denied, revoked or revised may appeal the city's decision to the city council as provided in this section.
  - 2. Filing of Appeal. The person shall file a written notice of appeal with the city manager within five (5) business days after the prospective contractor's receipt of notice of the determination of debarment or denial of prequalification.
  - 3. Notification of City Council. Immediately upon receipt of such notice of appeal, the city manager shall notify the city council of the appeal.
  - 4. Hearing. The procedure for appeal from a debarment or denial, revocation or revision of prequalification shall be as follows:

- a. Promptly upon receipt of notice of appeal, the city shall notify the appellant of the date, time and place of the hearing;
  - b. The city council shall conduct the hearing and decide the appeal within thirty (30) days after receiving notice of the appeal from the city manager; and
  - c. At the hearing, the city council shall reconsider, without regard to the underlying decision giving rise to the appeal, the notice of debarment, or the notice of denial, revocation or revision of prequalification, the standards of responsibility upon which the decision on prequalification was based, or the reasons listed for debarment, and any evidence provided by the parties.
5. Decision. The city council shall set forth in writing the reasons for the decision.
6. Costs. The city council may allocate its costs for the hearing between the appellant and the city.
- a. The allocation shall be based upon facts found by the city council and stated in the city council's decision that, in the city council's opinion, warrant such allocation of costs.
  - b. If the city council does not allocate costs, the costs shall be paid by the appellant if the decision is upheld, or by the city if the decision is overturned.
  - c. Judicial Review. The decision of the city council may be reviewed only upon a petition in the circuit court of Clatsop County filed within fifteen (15) days after the date of the city council's decision. The appeal must be filed in accordance with all applicable state laws and trial court procedures.

**B. Protests and Judicial Review of Special Procurements.** An affected person may protest the request for approval of a special procurement as provided in this section.

1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of a proposed special procurement, unless a different period is provided in the public notice.
- a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
  - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.

2. Content of Protest. The written protest shall include:
  - a. Identification of the requested special procurement;
  - b. A detailed statement of the legal and factual grounds for the protest;
  - c. Evidence or documentation supporting the grounds on which the protest is based;
  - d. A description of the resulting harm to the affected person; and
  - e. The relief requested.
3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate, by giving such persons written notice of the time and manner whereby any response shall be delivered.
4. City Response. The city manager shall issue a written disposition of the protest in a timely manner.
  - a. If the city manager upholds the protest, in whole or in part, the city manager may, in the city manager's sole discretion, implement the protest in the approval of the special procurement, deny the request for approval of the special procurement, or revoke any approval of the special procurement.
  - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
5. Judicial Review. An affected person may not seek judicial review of a denial of a request for a special procurement.
  - a. Before seeking judicial review of the approval of a special procurement, an affected person shall exhaust all administrative remedies.
  - b. Judicial review shall be in accordance with ORS 279B.400.

**C. Protests and Judicial Review of Sole-Source Procurements.** An affected person may protest the determination that goods or services or a class of goods or services are available from only one source as provided in this section.

1. Delivery; Late Protests. An affected person shall deliver a written protest to the city manager within seven (7) days after the first date of public notice of a proposed sole source procurement is placed on the city's website, unless a different period is provided in the public notice.

- a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
  - b. A protest submitted after the timeframe established under this subsection is untimely and shall not be considered.
2. Content of Protest. The written protest shall include:
- a. A detailed statement of the legal and factual grounds for the protest;
  - b. Evidence or documentation supporting the grounds on which the protest is based;
  - c. A description of the resulting harm to the affected person; and
  - d. The relief requested.
3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.
- a. If the city manager upholds the protest, in whole or in part, the proposed sole-source contract shall not be awarded.
  - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
5. Judicial Review. An affected person may not seek judicial review of an election not to make a sole-source procurement.
- a. Before seeking judicial review of the approval of a sole-source procurement, an affected person shall exhaust all administrative remedies.
  - b. Judicial review shall be in accordance with ORS 279B.400.

**D. Protests and Judicial Review of Personal Services**

**Procurements.** An affected person may protest the procurement of a personal services contract as provided in this section.

- 1. Delivery. Unless otherwise specified in the solicitation document, the protest shall be in writing and delivered to the city manager.

- a. The written protest shall include a fee in an amount established in a schedule adopted by the city manager to cover the costs of processing the protest.
  - b. Protests of the procurement of a specific contract as a personal services contract shall be made prior to closing.
  - c. Protests to the award or an intent to award a personal services contract shall be made within seven (7) days after issuance of the intent to award, or if no notice of intent to award is given, within forty-eight (48) hours after award.
  - d. Protests submitted after the timeframe established under this subsection are untimely and shall not be considered.
2. Contents of Protest. The written protest shall:
- a. Specify all legal or factual grounds for the protest as follows:
    - i. A person may protest the solicitation on the grounds that the contract is not a personal services contract or was otherwise in violation of this policy or applicable law. The protest shall identify the specific provision of this policy or applicable law that was violated.
    - ii. A person may protest award or intent to award for the reason that:
      - All proposals ranked higher than the affected persons are nonresponsive;
      - The city failed to conduct the evaluation of proposals in accordance with the criteria or processes described in the solicitation document;
      - The city abused its discretion in rejecting the affected person's proposal as nonresponsive; or
      - The evaluation of proposals or the subsequent determination of award is otherwise in violation of this policy or applicable law.
    - iii. The protest shall identify the specific provision of this policy or applicable law that was violated by the city's evaluation or award;
  - b. Include evidence or supporting documentation that supports the grounds on which the protest is based;
  - c. A description of the resulting harm to the affected person; and



- d. The relief requested.
  - 3. Additional Information. The city manager may allow any person to respond to the protest in any manner the city manager deems appropriate by giving such person written notice of the time and manner whereby any response shall be delivered.
  - 4. City Manager Response. The city manager shall issue a written disposition of the protest in a timely manner.
    - a. If the city manager upholds the protest, in whole or in part, the proposed personal services contract procurement shall be cancelled, or the contract shall not be awarded, as the case may be.
    - b. If the city manager upholds the protest, in whole or in part, the city shall refund the fee required to be delivered with the protest.
  - 5. Judicial Review. Before seeking judicial review, an affected person shall exhaust all administrative remedies. Judicial review shall be in accordance with ORS 279B.420.
- E. Protests of Cooperative Procurements.** Protests of the cooperative procurement process, contents of a solicitation document, or award may be filed with the city only if the city is the administering agency and under the applicable procedure described herein.

# Enrolled Senate Bill 1047

Sponsored by Senator WAGNER; Representative GRAYBER (at the request of Governor Tina Kotek)

CHAPTER .....

AN ACT

Relating to equity in public procurements; creating new provisions; amending ORS 279B.065, 279B.070 and 279C.335; and prescribing an effective date.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** ORS 279B.065 is amended to read:

279B.065. (1) A contracting agency may award a *[procurement of]* **public contract for** goods or services that does not exceed *[\$10,000]* **a contract price of \$25,000** in any manner the contracting agency deems practical or convenient, including by direct selection or award. A contract awarded under this section may be amended to exceed *[\$10,000]* **\$25,000** only in accordance with rules adopted under ORS 279A.065.

**(2) A state contracting agency that awards a public contract with a contract price of \$10,000 or more using a method permitted under this section shall document in the state contracting agency’s procurement file the actions the state contracting agency takes to:**

**(a) Comply with ORS 200.035; and**

**(b) Consider for the procurement businesses or enterprises that the Certification Office for Business Inclusion and Diversity certifies under ORS 200.055.**

*[(2)]* **(3)** A contracting agency may not artificially divide or fragment a procurement so as to constitute a small procurement under this section.

**SECTION 2.** ORS 279B.070 is amended to read:

279B.070. (1) A contracting agency may award a *[procurement of]* **public contract for** goods or services that exceeds *[\$10,000]* **a contract price of \$25,000**, but does not exceed *[\$150,000]* **a contract price of \$250,000**, *[in accordance with intermediate procurement procedures]* **as provided in subsection (4) of this section.** A contract awarded under this section may be amended to exceed *[\$150,000]* **\$250,000** only in accordance with rules adopted under ORS 279A.065.

**(2) A state contracting agency that awards a public contract with a contract price of \$10,000 or more using a method permitted under this section shall document in the state contracting agency’s procurement file the actions the state contracting agency takes to:**

**(a) Comply with ORS 200.035; and**

**(b) Invite to participate in the procurement qualified businesses or enterprises that the Certification Office for Business Inclusion and Diversity certifies under ORS 200.055.**

*[(2)]* **(3)** A contracting agency may not artificially divide or fragment a procurement so as to constitute an intermediate procurement under this section.

*[(3)]* **(4)** When conducting an intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors. The contracting agency shall keep a written record of the sources of the quotes or pro-

posals received. If three quotes or proposals are not reasonably available, fewer will suffice, but the contracting agency shall make a written record of the effort the contracting agency makes to obtain the quotes or proposals.

[(4)] (5) If a contracting agency awards a **public** contract, the contracting agency shall award the **public** contract to the offeror whose quote or proposal will best serve the interests of the contracting agency, taking into account price as well as considerations including, but not limited to, experience, expertise, product functionality, suitability for a particular purpose and contractor responsibility under ORS 279B.110.

**SECTION 3.** ORS 279C.335 is amended to read:

279C.335. (1) A contracting agency may award a public improvement contract only in response to competitive bids, except for:

(a) A public improvement contract with a qualified nonprofit agency that provides employment opportunities for individuals with disabilities under ORS 279.835 to 279.855.

(b) A public improvement contract that is exempt under subsection (2) of this section.

(c) A public improvement contract with a value of less than ~~[\$10,000]~~ **\$25,000. A state contracting agency that awards a public improvement contract with a contract price of \$10,000 or more under this paragraph shall document in the state contracting agency's procurement file the actions the state contracting agency takes to:**

**(A) Comply with ORS 200.035; and**

**(B) Invite to participate in the procurement qualified businesses or enterprises that the Certification Office for Business Inclusion and Diversity certifies under ORS 200.055.**

(d) A public improvement contract with a contract price that does not exceed \$100,000 made under procedures for competitive quotes in ORS 279C.412 and 279C.414.

(e) A contract to repair, maintain, improve or protect property the Department of Veterans' Affairs obtains under ORS 407.135 and 407.145 (1).

(f) An energy savings performance contract that a contracting agency enters into in accordance with rules of procedure adopted under ORS 279A.065.

(g) A public improvement contract with an estimated contract price of \$250,000 or less that a contracting agency awards to an emerging small business certified under ORS 200.055 and funds with moneys from the Emerging Small Business Account established under ORS 200.180. A contracting agency that awards a public contract exempted from competitive bidding under this paragraph shall solicit competitive quotes as provided in ORS 279C.414 before making the award.

(2) Subject to subsection (4)(b) and (c) of this section, the Director of the Oregon Department of Administrative Services, a local contract review board or, for contracts described in ORS 279A.050 (3)(b), the Director of Transportation may exempt a public improvement contract or a class of public improvement contracts from the competitive bidding requirement of subsection (1) of this section after the Director of the Oregon Department of Administrative Services, the Director of Transportation or the local contract review board approves the following findings that the contracting agency submits or, if a state agency is not the contracting agency, that the state agency that is seeking the exemption submits:

(a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.

(b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency or the state agency that seeks the exemption or, if the contract is for a public improvement described in ORS 279A.050 (3)(b), to the contracting agency or the public. In approving a finding under this paragraph, the Director of the Oregon Department of Administrative Services, the Director of Transportation or the local contract review board shall consider the type, cost and amount of the contract and, to the extent applicable to the particular public improvement contract or class of public improvement contracts, the following:

(A) How many persons are available to bid;

(B) The construction budget and the projected operating costs for the completed public improvement;

(C) Public benefits that may result from granting the exemption;

(D) Whether value engineering techniques may decrease the cost of the public improvement;

(E) The cost and availability of specialized expertise that is necessary for the public improvement;

(F) Any likely increases in public safety;

(G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement;

(H) Whether granting the exemption will affect the sources of funding for the public improvement;

(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement;

(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement;

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure;

(L) Whether the public improvement will be occupied or unoccupied during construction;

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions; and

(N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.

(c) As an alternative to the finding described in paragraph (b) of this subsection, if a contracting agency or state agency seeks an exemption that would allow the contracting agency or state agency to use an alternative contracting method that the contracting agency or state agency has not previously used, the contracting agency or state agency may make a finding that identifies the project as a pilot project for which the contracting agency or state agency intends to determine whether using the alternative contracting method actually results in substantial cost savings to the contracting agency, to the state agency or, if the contract is for a public improvement described in ORS 279A.050 (3)(b), to the contracting agency or the public. The contracting agency or state agency shall include an analysis and conclusion regarding actual cost savings, if any, in the evaluation required under ORS 279C.355.

(3) In making findings to support an exemption for a class of public improvement contracts, the contracting agency or state agency shall clearly identify the class using the class's defining characteristics. The characteristics must include a combination of project descriptions or locations, time periods, contract values, methods of procurement or other factors that distinguish the limited and related class of public improvement contracts from the agency's overall construction program. The agency may not identify a class solely by funding source, such as a particular bond fund, or by the method of procurement, but shall identify the class using characteristics that reasonably relate to the exemption criteria set forth in subsection (2) of this section.

(4) In granting exemptions under subsection (2) of this section, the Director of the Oregon Department of Administrative Services, the Director of Transportation or the local contract review board shall:

(a) If appropriate, direct the use of alternative contracting methods that take account of market realities and modern practices and are consistent with the public policy of encouraging competition.

(b) Require and approve or disapprove written findings by the contracting agency or state agency that support awarding a particular public improvement contract or a class of public im-

provement contracts, without the competitive bidding requirement of subsection (1) of this section. The findings must show that the exemption of a contract or class of contracts complies with the requirements of subsection (2) of this section.

(c) Require a contracting agency or state agency that procures construction manager/general contractor services to conduct the procurement in accordance with model rules the Attorney General adopts under ORS 279A.065 (3).

(5)(a) A contracting agency or state agency may hold a public hearing before approving the findings required by subsection (2) of this section and before the Director of the Oregon Department of Administrative Services, the Director of Transportation or the local contract review board grants an exemption from the competitive bidding requirement for a public improvement contract or a class of public improvement contracts.

(b) Notification of a proposed exemption under subsection (2) of this section must be published in at least one trade newspaper of general statewide circulation a minimum of 14 days before the date on which the contracting agency intends to take action to approve or disapprove the exemption.

(c) The notice must state that in response to a written request, the contracting agency or state agency will hold a public hearing for the purpose of taking comments on the draft findings for an exemption from the competitive bidding requirement.

(d) If the contracting agency or state agency conducts a public hearing, the contracting agency or state agency shall offer an opportunity for any interested party to appear and comment.

(e) If a contracting agency or state agency must act promptly because of circumstances beyond the agency's control that do not constitute an emergency, notification of the proposed exemption may be published simultaneously with the agency's solicitation of contractors for the alternative public contracting method, as long as responses to the solicitation are due at least five days after the agency intends to take action to approve or disapprove the proposed exemption.

(6) The purpose of an exemption is to exempt one or more public improvement contracts from competitive bidding requirements. The representations in and the accuracy of the findings, including any general description of the resulting public improvement contract, are the bases for approving the findings and granting the exemption. The findings may describe anticipated features of the resulting public improvement contract, but the final parameters of the contract are those characteristics or specifics announced in the solicitation document.

(7) A public improvement contract awarded under the competitive bidding requirement of subsection (1) of this section may be amended only in accordance with rules adopted under ORS 279A.065.

(8) A public improvement contract that is excepted from the competitive bidding requirement under subsection (1)(a), (c), (d), (e), (f) or (g) of this section is not subject to the exemption requirements of subsection (2) of this section.

**SECTION 4. The Oregon Department of Administrative Services shall promote and apply a policy of diversity, equity and inclusion in public contracting by engaging in efforts to increase public contracting opportunities for businesses and enterprises that the Certification Office for Business Inclusion and Diversity has certified under ORS 200.055. The department shall undertake the following actions:**

**(1) Review and evaluate the recommendations of a statewide study of disparities in awarding public contracts;**

**(2) Develop a plan to implement the priority recommendations set forth in the study described in subsection (1) of this section;**

**(3) Implement the priority recommendations set forth in the study described in subsection (1) of this section; and**

**(4) Report to the Governor's Policy Advisor for Economic and Business Equity concerning the department's plan and implementation every six months until the earlier of the date on which the department has fully implemented the priority recommendations or June 30,**

2025. The department shall submit the first report not later than 90 days after the completion of the study described in subsection (1) of this section.

**SECTION 5.** Section 4 of this 2023 Act and the amendments to ORS 279B.065, 279B.070 and 279C.335 by sections 1 to 3 of this 2023 Act apply to procurements that a contracting agency advertises or otherwise solicits or, if the contracting agency does not advertise or otherwise solicit the procurement, to public contracts into which the contracting agency enters on or after the operative date specified in section 6 of this 2023 Act.

**SECTION 6.** (1) The amendments to ORS 279B.065, 279B.070 and 279C.335 by sections 1 to 3 of this 2023 Act become operative on January 1, 2024.

(2) A contracting agency that adopts rules under ORS 279A.065 or 279A.070 may adopt rules and take any other action before the operative date specified in subsection (1) of this section that is necessary for the contracting agency to undertake and exercise all of the duties, functions and powers conferred on the contracting agency by the amendments to ORS 279B.065, 279B.070 and 279C.335 by sections 1 to 3 of this 2023 Act.

**SECTION 7.** This 2023 Act takes effect on the 91st day after the date on which the 2023 regular session of the Eighty-second Legislative Assembly adjourns sine die.

Passed by Senate April 10, 2023

.....  
Lori L. Brocker, Secretary of Senate

.....  
Rob Wagner, President of Senate

Passed by House May 16, 2023

.....  
Dan Rayfield, Speaker of House

Received by Governor:

.....M.,....., 2023

Approved:

.....M.,....., 2023

.....  
Tina Kotek, Governor

Filed in Office of Secretary of State:

.....M.,....., 2023

.....  
Secretary of State



# City of Seaside City Council Meeting Staff Report

Meeting Date: September 11, 2023  
Author: Spencer Kyle, City Manager  
Department: Office of the City Manager  
Subject: Policy For Public Contracting & Purchasing  
Type of Item: Ordinance

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## **Introduction:**

The City of Seaside has proposed the Policy for Public Contracting & Purchasing for City Council's consideration. If the City Council approves that policy, the currently adopted ordinance needs to be changed.

## **Background:**

The City's current purchasing policy was adopted by ordinance in 1976, 1990 and 1994.

## **Department Review:**

The new proposed policy will be adopted by resolution and the old ordinance needs to be revised to remove the old language and point the public to the new resolution. This ordinance will accomplish that goal.

## **Budget Impact:**

There is no direct budget impact of this decision.

## **Alternatives:**

The City Council cannot have conflicting ordinances and resolutions. If the City Council adopts the new policy by resolution, these changes are required.

## **Requested Action:**

If the City Council is inclined to approve the ordinance, a Councilor would state:

"I move for first reading of Ordinance 2023-05 by title only."

If the City Council wishes to hold the second reading during this meeting, a Councilor would state, "I move for second reading of Ordinance 2023-05 by title only."

## **Attachments:**

- Ordinance 2023-05

# ORDINANCE NO. 2023-05

## AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 32.30 to 32.34 OF THE SEASIDE CODE OF ORDINANCES REGARDING PUBLIC CONTRACTS

WHEREAS, the Seaside City Council has determined the City's Public Contracts should be established by resolution.

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

**SECTION 1.** Chapter 32.30 to 32.34 of the Code of Ordinances Seaside is amended to read as follows:

32.30 – 32.34 PUBLIC CONTRACTS. Public Contracts under this ordinance shall be those policies for public contracting and purchasing adopted by the City Council by resolution. The City Council shall establish and, as considered necessary from time to time, change the policy by resolution after public hearing.

### ~~32.30 DEFINITIONS.~~

~~—~~

~~———— For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

~~—BOARD. The local contract review board as established in 32.31.~~

~~—PUBLIC CONTRACT. Any purchase, lease, or sale by the City Council of personal property, public improvements, or service other than agreements which are exclusively for personal service.~~

~~—PUBLIC IMPROVEMENT. Any construction of improvements on real property by or for the City Council.~~

### ~~32.31 Contract Review Board.~~

~~—~~

~~The City Council is hereby designated as the local Contract Review Board and relative to contract concerns of this city shall have all the powers granted to the State Public Contract Review Board.~~

### ~~32.32 Bids Required.~~

~~—~~

~~All public contracts shall be based upon competitive bids, except as specified herein.~~

### ~~32.33 Exemptions.~~

~~—~~

~~All contracts shall be based on competitive bids except:~~

~~(1) Contracts made with, or the cost of which is provided by, other public agencies or the federal government.~~

~~(2) Contracts for any purchase, the amount of which is less than \$2500.00.~~

~~(3) Informal bids may be secured provided the City Council authorizes such informal bids when the purchase exceeds \$2500.00. An informal bid shall be considered to be the procedure whereby the purchasing agent of the city ascertains by correspondence, telephone, or direct contact, the various prices for the items involved, quoted by a number of reliable firms that shall have such items for sale. The purchasing agent shall cause to be kept, all records and evidence of such informal bids, and after obtaining the same, the purchase may be made by the City Manager or his designated agent with approval of the City Council.~~



~~(4) Contracts for any item which is available only through one company, firm or individual.~~

~~(B) Products shall not be specified nor be purchased by brand name or make unless under (A) (1), (2), or (3) above, there is evidence regarding one source, or substantial savings to the public would result, or efficient utilization of existing supplies requires the acquisition of compatible equipment or supplies.~~

~~(C) The board may exempt other contracts from competitive bidding if it finds:~~

~~(1) The lack of bids will not result in favoritism or substantially diminish competition in awarding the contract; and~~

~~(2) The exemption will result in substantial cost savings.~~

~~(D) In making such findings, the Board may consider the type, cost, amount of the contract, number of persons available to bid, and such other factors as the Board may deem appropriate.~~

~~32.34 Emergency Contracts.~~

~~A contract may also be exempt from competitive bidding if the city manager determines that emergency conditions require prompt execution of the contract. An explanation of such emergency shall be entered into the record of the next regular meeting subsequent to the execution of the contract.~~

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

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

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

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

ATTEST:

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



# City of Seaside

## City Council Meeting Staff Report

Meeting Date: September 11, 2023  
Author: Spencer Kyle, City Manager  
Department: Office of the City Manager  
Subject: Parking Access IGA  
Type of Item: Approval

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### **Introduction:**

The City of Seaside (City) is requesting a parking access intergovernmental agreement (IGA) for access to property the City anticipates purchasing from Sunset Empire Park & Recreation District (SEPRD).

### **Background:**

The City has been working towards purchasing the property that the Visitors Bureau and public restrooms currently occupy. The property is currently owned by SEPRD. The City has been working with SEPRD to create a new tax lot for the property. It is important for the City to own this property to ensure the City's continued use and control.

### **Department Review:**

The City is getting closer to a purchase agreement with SEPRD for the Visitors Bureau property. The property the City is purchasing includes the parking stalls located on the north side of the public restrooms. This property line was chosen to comply with the City's current setback and building code requirements. For the City's patrons to access the parking stalls, they must cross SEPRD's parking lot. The City wishes to ensure that our patrons continue to have access to SEPRD's parking lot to utilize the parking stalls the City anticipates purchasing. While the City has a good working relationship with SEPRD, it is important for us to have a written agreement to ensure this access continues. It would be especially important should SEPRD ever sell the property to another owner.

The proposed agreement was drafted by staff and approved by the City Attorney. It has already been approved by SEPRD. The agreement only becomes effective once the property is acquired by the City. At that point the agreement will be recorded on SEPRD's property. This is an access agreement, not an easement. An easement would have been more complicated as it would need to outline a specific route through the SEPRD parking lot. Since we know that parking lot will soon be re-stripped, it did not make sense to record an easement today and to expend the additional funds for that work. The agreement will work so long as the property is owned by SEPRD. The agreement requires SEPRD to record an actual easement prior to selling the property, should that ever happen.

### **Budget Impact:**

The agreement will have no budget impact. The final purchase of the property will have an impact; however, that amount is currently being negotiated and has been anticipated in the current year's budget.

**Alternatives:**

The City Council could choose for forgo this agreement but it would risk losing access to parts of its anticipated property.

**Requested Action:**

If the City Council is inclined to approve the IGA, a Councilor would state:

“I move to approve the attached Parking Access Agreement.”

**Attachments:**

- Parking Access Agreement

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the City of Seaside, an Oregon municipal corporation ("City"), and Sunset Empire Park & Recreation District, a park and recreation district organized under ORS 266 ("District"), each individually a "Party" and collectively the "Parties."

**WHEREAS**, authority is conferred upon local governments under ORS 190.010 to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform; and

**WHEREAS**, the District owns property located at 1120 Broadway Street, Seaside, Oregon, commonly known as Tax Lot 61022BB04700 and Tax Lot 61022BB05201 and identified on the attached Exhibit A (District Property); and

**WHEREAS**, the City is in the process of purchasing a portion of the adjacent property as identified on the attachment Exhibit B (City Property) located at 7 N Roosevelt Dr, Seaside, OR 97138, which is adjacent to the District Property and desires to access District Property to access parking for City Property; and

**WHEREAS**, the District recognizes that the public will benefit from the City's use of the District Property and desires to allow the City to cross District Property to access parking spaces as set forth herein after the City acquires the City Property.

### AGREEMENT

1. **Parking Area.** The District Property contains parking spaces identified on the attached Exhibit C (Parking Area).
2. **City Use.** After the City acquires the City Property, the District will allow the City, its employees, volunteers, officials, agents, and invitees to access and use the Parking Area for vehicular parking and for ingress and egress on, over, and through the Parking Area. The City's use will not be exclusive and the District and District employees, volunteers, officials, agents, and invitees may continue to use the Parking Area in ways that are not incompatible with City's use.
3. **Maintenance.** The District will maintain the Parking Area and will keep the Parking Area in good and traversable condition. In the event major repairs are needed for the Parking Area, District agrees to provide the

City with advanced written notice of the repairs and when the Parking Area might be temporarily unavailable.

4. **Renovations.** In the event District reconfigures the Parking Area when the District Property is renovated, District agrees to allow the City to use an equivalent area for parking in a specific area to be identified after the renovations.

5. **Sale of District Property.** In the event the District sells the District Property, the District agrees before Closing to record an easement in the City's favor to allow the City to continue to use the Parking Area or the equivalent area identified in #4 above. As such, this Agreement will be recorded after the City acquires the City Property to give future purchasers notice of a future easement.

6. **Term.** This Agreement shall take effect on the date the City acquires the City Property ("Effective Date"), and shall remain in effect until an easement is recorded as set forth in 5 above.

7. **Waiver.** The failure of either Party to enforce any provision under this Agreement shall not constitute a waiver by it of any other provision.

8. **Compliance with Laws.** The Parties will comply with all applicable laws in the performance of their obligations under this Agreement.

9. **Hold Harmless and Indemnification.** This Agreement is for the benefit of the Parties only. Each Party agrees to indemnify and hold harmless the other Party, and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the acts or omissions of the indemnifying Party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each Party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the Party under this Agreement. Each Party shall give the other Party prompt written notice of any action or suit filed or any claim made against that Party that may result in litigation in any way related to this Agreement. Each Party retains the right, in its discretion, to defend any action with counsel of its choosing.

10. **Insurance.** Both parties shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement

at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

**11. Modification.** This Agreement may be modified only by mutual agreement of the Parties. Any modification to this agreement shall be in writing and signed by an authorized representative of each Party hereto.

**12. Entire Agreement; Amendments.** This Agreement contains the entire agreement of the Parties on the subject enumerated herein. An addition or modification of the provisions of this Agreement shall not be effective unless it is in writing and acknowledged by the authorized signature of each Party.

**13. Laws of Oregon.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

**14. Default.** Either Party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting Party shall provide the other Party with written notice of default and allow thirty (30) calendar days within which to cure the defect. If the defect is not cured within thirty (30) calendar days, the non-defaulting Party may terminate this Agreement effective upon written notice thereof to the other Party, or upon such other date as may be set forth in said notice.

**15. Notices.** All notices required or allowed of one Party to the other shall be deemed given when sent to the Parties at the following addresses:

For City: City Manager  
City of Seaside  
989 Broadway  
Seaside, OR 97138

For District: Chair  
Sunset Empire Recreation District

**16. Authority to Enter Into Agreement.** The signatories, by affixing their signatures hereto, personally certify that they are authorized to do so by the Charter, Ordinances, and/or governing body of the respective governmental entity for which they are executing this Agreement, and that their signatures shall cause this Agreement to be binding upon such Party.

For City:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

For District:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# Exhibit A District Property





# Exhibit B City Property

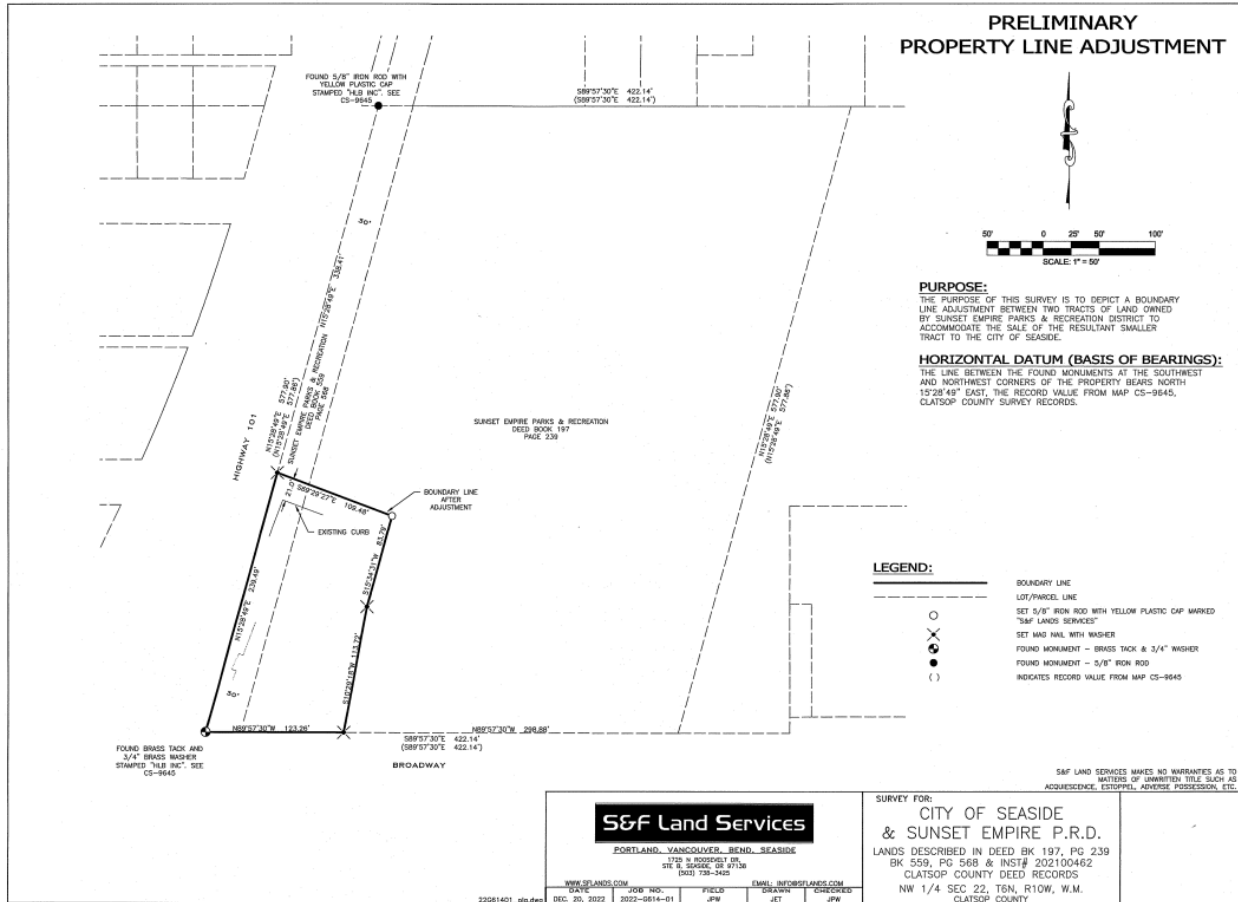


Exhibit C  
Parking Area

