



CITY OF SEASIDE CITY COUNCIL AGENDA

Monday, November 13, 2023

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

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

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

CITY COUNCIL WORK SESSION: 5:00 PM

1. Wrap up on amendments to Rules of Procedure and Conduct Guidelines
Governing Council Members {50 min}

CITY COUNCIL MEETING: 6:00 PM

1. **Call To Order**
2. **Pledge Of Allegiance**
3. **Roll Call**
4. **Approval Of Agenda**
5. **Proclamation:**
No items for proclamations
6. **Public Comments**
Members of the public may use this time to provide comments to the City Council on items that are not scheduled on this agenda for a public hearing or public comment. Speaking time is limited to three minutes.
7. **Declaration Of Potential Conflict of Interest**
8. **Consent Agenda**
 - a) Payment of the bills - \$573,561.47

- b) Approval of minutes – October 23, 2023

9. **Reports And Presentations:**

- a) Hood to Coast Relay recap
- b) Seaside Library update

10. **City of Seaside Boards, Commissions, And Committees**

- a) City Tree Board term expirations
- b) Planning Commission term expirations
- c) Transportation Advisory Commission term expirations

11. **Unfinished Business**

Ordinance 2023-06 – An Ordinance of The City of Seaside, Oregon, Amending Chapter 70: General Provisions and 71: Traffic Rules

- Open Public Comments
- Close Public Comments
- Council Comments
- Motion For Second Reading by Title Only – All in Favor and Opposed

12. **New Business**

- a) Liquor license application limited on premises and off premises – Thai Thai & Sushi, 1 N. Holladay.
- b) Approval agreement for emergency water supply
- c) Approval of updated camping policy
- d) Approval of sewer operations and capital consultant services
- e) Discussion of potential Budget Committee schedule for 2024-2025

13. **Comments From City Staff**

14. **Comments From the City Council**

15. **Adjournment**

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

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



CITY OF SEASIDE CITY COUNCIL

DRAFT MEETING MINUTES

City Hall, 989 Broadway, Seaside, OR 97138

Monday, October 23, 2023

Work Session 5:00 PM

1. Wrap up on amendments to Rules and Procedure and Conduct Guidelines Governing Council members.

The City Council continued the discussion of amendments to the Procedures and Conduct Guidelines Governing Council Members.

City Council Meeting 6:00 PM

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call**

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

Staff Members	
Spencer Kyle, City Manager	Jon Rahl, Assistant City Manager
Kim Jordan, City Recorder	Jeff Flory, Community Development
Dave Ham, Seaside Police Chief	Mike Dimmick, Public Works Director
Joshua Heineman, Visitors Bureau	

Visitors in Chambers (attendance sheet)	Visitors on Zoom

3. **Approval of Agenda**

Mayor Wright asked for approval of the agenda.

Motion:	So, moved.			
Moved:	Frank			
Seconded:	Montero			
Ayes:	Wright, Frank, Dillard, Morrissey, Horning, Montero	Nays:	Absent: Posalski	Recused: 0
Passed:	6/0			

4. **Proclamations**

No items for proclamations.

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

Diane Somers stated she was representing two non-profit organizations. The Sou’ Wester Garden Club and Cannon Beach Chapter of PEO and requested the City Council provide non-profit organizations with the ability to display temporary signs in multiple locations in the city to direct customers to the temporary location of a fundraiser.

6. [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	-
Tita Montero	N

7. [Consent Agenda](#)

Motion:	So, moved.			
Moved:	Morrissey			
Seconded:	Frank			
Ayes:	Wright, Dillard, Morrissey, Frank, Horning, Montero	Nays: 0	Absent: Posalski	Recused: 0
Passed:	6/0			

8. [Reports and Presentations](#)

Report from City Council members and City staff on what they learned by attending the League of Oregon Cities Conference.

9. **No items for boards, commissions, and committees.**

No items for boards, commissions, and committees.

10. **Unfinished Business**

No item for unfinished business.

11. **New Business**

- A. [Liquor license application limited on premises and off premises – Hop and Vine, 220 S. Columbia Street.](#)

Shontae Brown, Hop and Vine owner, explained what the business would offer and requested approval for the liquor licenses from the City Council.

Motion:	I move to recommend approval of the liquor license application for Hop and Vine.			
Moved:	Frank			
Seconded:	Morrissey			

Ayes:	Wright, Dillard, Morrissey, Frank, Horning, Montero	Nays:	Absent: Posalski	Recused: 0
Passed:	6/0			

B. [Ordinance 2023-06 – An Ordinance of the City of Seaside, Oregon, Amending Chapter 70: General Provisions and 71: Traffic Rules.](#)

City Manager Kyle explained the three sections of the traffic code to be amended, sections 70.03, 71.10, and 71.11. The following is an explanation of those changes:

Section 70.03 Definitions. This section is being amended to:

- Update the definition of bicycle to explicitly exclude e-bikes from the definition of a bicycle in the City’s code.
- Include e-bikes in the definition of vehicles.
- Add three new definitions for the three different classifications of e-bikes. They include:
 1. Class 1: e-bikes that are pedal-assist only, with no throttle, and have a maximum assisted speed of 20 mph.
 2. Class 2: e-bikes that also have a maximum speed of 20 mph but are throttle-assisted.
 3. Class 3: e-bikes that are pedal-assist only, with no throttle, and a maximum assisted speed of 28 mph.

Section 71.10 Regulations of Bicycles. This section is being amended to explicitly prohibit any class of e-bikes from riding on sidewalks.

Section 71.11 Vehicles Permitted on the Prom. This section is being amended to:

- Permit the use of class 1 and class 3 e-bikes on the prom (e-bikes that have no throttle).
- Prohibit the use of class 2 e-bikes or any other vehicles with a throttle on the prom. This would prohibit electric scooters, “one wheel” vehicles, hoverboards, etc.

City Manager Kyle stated in addition to the ordinance changes, staff are preparing plans for other signage to encourage compliance with existing traffic codes and common-sense safety protocols. These changes do not need an ordinance update nor City Council approval. They include:

- Signage around the turnaround notifies the public that bikes must be walked through the area.
- Signage strategically placed along the prom to encourage all cyclists to slow down around pedestrians. This wording was specifically suggested by the owners of Wheels of Fun bike rentals.

Mayor Wright opened the public comments.

Patrick Duachek, Wheel Fun Rentals owner, commented on the e-bike rentals they provide for visitors. He agreed with the proposed ordinance change.

Shamas McVey asked a question about the Promenade being a sidewalk and e-bikes not being allowed on sidewalks.

The City Council directed staff to approach the ordinance in the safest way possible and to keep a lookout for what other cities and the State of Oregon will be doing regarding e-bikes, and to allow enough public discussion regarding the ordinance.

City Manager Kyle stated there was a correction that Police Chief Ham identified and that is letter e in section 1.

Motion:	Move to read by title only Ordinance 2023-06, and with amendments.			
Moved:	Frank			
Seconded:	Montero			
Ayes:	Wright, Dillard, Morrisey, Frank, Horning, Montero	Nays: 0	Absent: Posalski	Recused: 0
Passed:	6/0			

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

Police Chief Ham updated the City Council on the seismic remodel of the Seaside Police Department.

Visitors Bureau Director Heineman commented on the many advertisements for the City of Seaside. Also, he commented about the tourism grant that was awarded for the Halloween Happening event.

Public Works Director Dimmick commented that the Lewis and Clark Water Tank was emptied and in the process of being cleaned and mended. He also informed the Council that there was a large water main break on Highway 26. He updated the Council on the work that has been done on the temporary camp for those experiencing homelessness.

Assistant City Manager Rahl commented on a human resource conference he attended and announced the new employee for the Public Works Project Manager position, Ed Arden.

City Manager Kyle commented on artificial intelligence in job opportunities, extending the permit to use the Mobi Mats on the beach through the winter, and the news broadcast regarding the micro shelters. Staff was fully in favor of the transitional housing and supported the much-needed housing for the homeless. City Manager Kyle discussed items that would be addressed at the next Council meeting, including: the next steps for the Seaside ambulance service, improvements to the homeless camp on Alder Mill Ave, and an agreement with Gearhart for emergency water.

13. [Comments from City Council](#)

Councilor Dillard updated the City Council on the Community Center Commission and attended the town hall meeting with Congresswoman Bonomici.

Councilor Horning updated the City Council on the Parks Advisory Committee meeting, and the treatment he received during a medical call from the Seaside Fire Department.

Councilor Frank stated the next Airport Advisory Committee meeting would be in November.

Councilor Montero stated she attended the town hall meeting with Congresswoman Bonomici and the Clatsop Community Action ribbon cutting for the Columbia Inn. Councilor Montero announced she would be attending the National League of Cities Conference in Atlanta in November, and coffee with a Councilor was scheduled Thursday at Bagels by the Sea.

Councilor Montero stated a City Council policy to add items to the agenda would take two Councilors and she would like to bring back the camping ordinance and needed a second Councilor. Councilor Frank agreed to add the requested discussion to an upcoming City Council meeting.

Mayor Wright announced the Housing Task Force would meet in two weeks, and then coffee with the Mayor the following Tuesday morning. There is a groundbreaking on November 9, 2023, of the Hawks Eye, the old Red Lion, which will become affordable and permanent supportive housing and there is a special ceremony with a new exhibit at the Seaside Museum for Veterans.

14. **Executive Sessions: Adjourned 7:22 PM, Mayor Wright announced the following:**
 - a) Recess into executive session in accordance with ORS 192.660 (2) (e) regarding deliberations with persons designated to negotiate real property transactions.
 - b) Recess into executive session in accordance with ORS 192.660 (2) (f) regarding consideration of information or records that are exempt from disclosure by law, including written advice from attorney.
15. **Reconvene into Regular Session – City Council action if any regarding executive session in accordance with ORS 192.660 (2) (e) and ORS 192.660 (2) (f)**
16. **Adjourn City Council Meeting 8:03 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: November 13, 2023
Author: Kim Jordan, City Recorder
Department: City Manager's Office
Subject: Boards, Commission and Committees
Type of Item: Term Expirations

Request:

Two City Tree Board members need reappointment due to term expirations.

Background:

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

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

Staff Analysis:

The City Tree Board has two vacancies due to term expirations. The City Tree Board members Pam Fleming, and Lisa Morley are interested in continuing their volunteer service and have agreed to serve another term. Their current term expiration was June 30, 2023, and this new appointment would be for a three-year term.

Candidates to fill this board must meet the following criteria:

1. Must be residents, or owners or employees of businesses within the city limits.

Budget Impact:

There is no budget impact.

Requested Action:

City Council Motion:

“I move to reappoint Pam Fleming and Lisa Morley for the City Tree Board.”

Alternatives:

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

Attachments:

- City Tree Board members list.



989 Broadway
Seaside, OR 97138

(503) 738-5511
cityofseaside.us

CITY TREE BOARD

Term of Office: 3 years

Number of Members: 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
PAM FLEMING	1255 AVENUE 'B'	738-5637	6/30/2023
LISA MORLEY	2316 BEACH DR. #150	805-798-3507	6/30/2023
WILLIAM BARNES	2070 COOPER ST.	503-739-2118	6/30/2024
VICTORIA FULLER	361 HILLTOP DRIVE	503-880-3927	6/30/2024
PATRICIA HAIL	PO BOX 667	509-699-3026	6/30/2025
MIKE DIMMICK	1387 AVENUE 'U'	738-5112	STAFF REPRESENTATIVE



City of Seaside

City Council Meeting Staff Report

Meeting Date: November 13, 2023
Author: Kim Jordan, City Recorder
Department: City Manager's Office
Subject: Boards, Commission and Committees
Type of Item: Term Expirations

Request:

Two Planning Commission members need reappointment due to term expirations.

Background:

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

Staff Analysis:

The Planning Commission has two vacancies by term expirations. The Planning Commission members Robin Montero and Louis Neubecker are interested in continuing their volunteer service and have agreed to serve another term. Their current terms expired on November 1, 2023. This reappointment would be for a four-year term.

Candidates to fill this board must meet the following criteria:

1. Must not be officials or employees of the city and will be appointed by the Mayor, subject to the approval of the City Council. A minimum of five members shall reside within the city limits; a maximum of two members may reside within the urban growth boundary, but outside the city limits. All members shall serve for a term of four years. No more than two members of the Commission may engage principally in the buying, selling or development of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, which engages principally in the buying, selling, or developing of real estate for profit.

Budget Impact:

There is no budget impact.

Requested Action:

City Council Motion:

“I move to reappoint Robin Montero and Louis Neubecker for the Planning Commission.”

Alternatives:

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

Attachments:

- Planning Commission members list.



PLANNING COMMISSION

Term of Office: 4 years

Number of Members: 7

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
ROBIN MONTERO*	2471 SUNSET BLVD.	(206) 852-1810	11/01/2023
LOUIS NEUBECKER	1859 BROADWAY	717-0153	11/01/2023
BRANDON KRAFT	760 S. EDGEWOOD ST.	(503) 984-2455	11/01/2024
KATHY KLECZEK**	2080 ALDERCREST	440-3232	11/01/2024
CHRISTOPHER ROSE	930 13 TH AVENUE	440-0764	11/01/2025
GRETCHEN STAHMER	450 9 TH AVENUE (PO BOX 556)	(503) 531-6955	11/01/2026
DON JOHNSON	1285 6 TH AVENUE	717-3746	11/01/2026

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

*CHAIR

**VICE CHAIR



City of Seaside City Council Meeting Staff Report

Meeting Date: November 13, 2023
Author: Kim Jordan, City Recorder
Department: City Manager's Office
Subject: Boards, Commission and Committees
Type of Item: Term Expirations

Request:

Two Transportation Advisory Commission members need reappointment due to term expirations.

Background:

The Transportation Advisory Commission is an advisory body to make recommendations to the City Council on matters concerning transportation and proposed transportation projects. The Transportation Advisory Commission shall have the powers and duties which are now or may hereafter be assigned to it by Charter, ordinance, resolution, or order of this city and in addition it will:

- Assist the City Council in recognizing community priorities by advising on transportation policies and goals;
- Increasing communications between the City, the public, the Oregon Department of Transportation (ODOT), the County, and all interested parties;
- Reduce misunderstandings concerning transportation planning, design, and construction;
- Review current transportation related ordinances and recommend amendments;
- Review proposed transportation projects planned for the City of Seaside and make recommendations;
- Review the City of Seaside Transportation Systems Plan every five years and report to the City Council;
- Complete other projects, as they relate to transportation, as directed by the City Council.

Staff Analysis:

The Transportation Advisory Commission has two vacancies by term expirations. The Transportation Advisory Commission members Terry Hartill, and Dennis Price are interested in continuing their volunteer service and have agreed to serve another term. Their terms expired on October 1, 2023, and this reappointment would be for an additional four-year term.

Candidates to fill this board must meet the following criteria:

1. The members must not be employees of the City of Seaside and who will be appointed by the City Council. A minimum of four members shall reside within the city limits; and one member may live outside the city limits in order to represent concerns of neighboring properties and jurisdictions.

Budget Impact:

There is no budget impact.

Requested Action:

City Council Motion:

“I move to reappoint Terry Hartill and Dennis Price for the Transportation Advisory Commission.”

Alternatives:

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

Attachments:

- Transportation Advisory Commission members list.

989 Broadway
Seaside, OR 97138



(503) 738-5511
cityofseaside.us

TRANSPORTATION ADVISORY COMMISSION

Term of Office: 4 years
Number of Members: 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
TERRY HARTILL*	85208 HWY 101	503-738-7108	10/01/2023
DENNIS PRICE	4024 SUNSET BLVD.	551-208-2513	10/01/2023
TRACY MACDONALD	451 HILLSIDE LOOP	503-739-2269	10/01/2024
ADAM WOOD	1581 WHISPERING PINES DR.#5	541-260-3200	10/01/2024
BEN OLSON**	2025 MAPLE ST.	503-738-2956	10/01/2026
MIKE DIMMICK Public Works Director	1387 AVENUE 'U'	503-738-5112	

Chairperson*
Vice Chairperson**



City of Seaside City Council Meeting Staff Report

Meeting Date: November 13, 2023
Author: Spencer Kyle, City Manager
Department: City Manager's Office
Subject: E-bikes on Prom
Type of Item: Ordinance

Request:

Staff are requesting the City Council hold a second reading of the attached ordinance regulating the use of e-bikes on the prom.

Background:

At the September 11, 2023, City Council work session, the City Council discussed various means to regulate the use of e-bikes and other motorized vehicles on the prom. The direction was for staff to bring back an ordinance that prohibited the use of any throttle enabled vehicle on the prom.

The City Council held the first reading of the ordinance on October 23, 2023.

Staff Analysis:

Staff wrote the attached ordinance based upon the direction of the City Council. In addition, staff reached out to local businesses that rent e-bikes to get their feedback. That feedback was in line with the direction the City Council had previously given.

Three sections of the traffic code need to be amended, sections: 70.03, 71.10, and 71.11. The following is an explanation of those changes:

Section 70.03 Definitions. This section is being amended to:

- Update the definition of bicycle to explicitly exclude e-bikes from the definition of a bicycle in the City's code.
- Include e-bikes in the definition of vehicles.
- Add three new definitions for the three different classifications of e-bikes. They include:
 1. Class 1: e-bikes that are pedal-assist only, with no throttle, and have a maximum assisted speed of 20 mph.
 2. Class 2: e-bikes that also have a maximum speed of 20 mph but are throttle-assisted.
 3. Class 3: e-bikes that are pedal-assist only, with no throttle, and a maximum assisted speed of 28 mph.

Section 71.10 Regulations of Bicycles. This section is being amended to explicitly prohibit any class of e-bikes from riding on sidewalks.

Section 71.11 Vehicles Permitted on the Prom. This section is being amended to:

- Permit the use of class 1 and class 3 e-bikes on the prom (e-bikes that have no throttle).
- Prohibit the use of class 2 e-bikes or any other vehicles with a throttle on the prom. This would prohibit electric scooters, “one wheel” vehicles, hoverboards, etc.

In addition to the ordinance changes, staff are preparing plans for other signage to encourage compliance with existing traffic codes and common-sense safety protocols. These changes do not need an ordinance update nor City Council approval. They include:

- Signage around the turnaround that notifies the public that bikes must be walked through the area.
- Signage strategically placed along the prom to encourage all cyclists to slow down around pedestrians. This wording was specifically suggested by the owners of Wheels of Fun bike rentals.

Since the October 23, 2023, first reading, and at the direction of the City Council, staff has marketed the public comments on this ordinance to encourage additional public input.

Budget Impact:

None

Requested Action:

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

“I move for a second reading of ordinance 2023-06 by title only.”

Alternatives:

If the City Council is not ready to move forward, you may discuss and recommend other changes or you may opt to postpone the first reading to a future date.

Attachments:

- Ordinance 2023-06

ORDINANCE NO. 2023-06

**AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING
CHAPTER 70: GENERAL PROVISIONS AND 71: TRAFFIC RULES**

WHEREAS, the City Council desires to amend the traffic code to adopt regulations regarding e-bikes and other motorized vehicles on the promenade.

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

SECTION 1. Section 70.03 Definitions is hereby amended as follows:

- a. Bicycle. Bicycle shall further be defined as: A vehicle that has no more than two wheels in contact with the ground, ~~and~~ one or two seats that are in line with the frame **and does not have an electric or gas-powered motor.**
- b. Vehicle. As used in subsequent sections of this title, includes bicycles **and e-bikes.**
- c. Class 1 e-bike. **A bicycle that is pedal assist only, with no throttle, and has a maximum assisted speed of 20 mph.**
- d. Class 2 e-bike. **A bicycle that has a maximum speed of 20 mph but is throttle-assisted.**
- e. Class 3 e-bike. **A bicycle that is pedal assist only, with no throttle, and a maximum assisted speed of 28 mph.**

SECTION 2. Section 71.10 Regulations of Bicycles is hereby amended as follows:

- (A) *No riding in certain area.* No person shall ride or operate a bicycle **or any class of e-bike** upon a sidewalk in that area bounded on the south by the northern limits of Avenue "A", on the north by the southern limits of Ocean Way, on the east by the western limits of Roosevelt Drive and on the west by the eastern limits of the Prom.

SECTION 3. Section 71.11 Vehicles Permitted on the Prom is hereby amended as follows:

The only vehicles permitted on the Prom are: bicycles, **class 1 e-bikes, class 3 e-bikes,** public utility vehicles, and emergency vehicles. **Class 2 e-bikes and any other type of vehicle with a throttle and electric or gas motor, that are not expressly authorized, are prohibited on the Prom.**

APPROVED by the City Council on this ___ day of _____, 2023, by the following roll call vote:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

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

STEVE WRIGHT, MAYOR

ATTEST:

Spencer Kyle, City Manager



City of Seaside City Council Meeting Staff Report

Meeting Date: November 13, 2023
Author: Kim Jordan, City Recorder
Department: City Manager's Office
Subject: Recommendation
Type of Item: Liquor License

Request:

Thai Thai & Sushi LLC is requesting approval of a liquor license.

Background:

Thai Thai & Sushi LLC is a restaurant offering a selection of beer and wine while dining.

Staff Analysis:

Thai Thai & Sushi will be opening at 1 N. Holladay Drive. The business is a new outlet and is applying for a limited on-premises liquor license. The representatives are Yutana Imvitaya and Jeremy Thomas.

A limited on-premises license allows the company to sell and serve on premises malt beverages (beer), wine, and cider.

The Seaside Police Department has reviewed the liquor application for Thai Thai & Sushi, located at 1 N Holladay, Seaside, OR. This is a request for a limited on-premises liquor license. This license would allow the sales of malt beverages (beer), wine, and cider.

Listed on the application are Yutana Imvitaya, owner and chef, and Jeremy Thomas, general manager. Both previously owned and operated A Mighty Thai & Sushi located at 2490 HWY 101 N Seaside, OR. Jeremy stated A Mighty Thai had a liquor license that was approved April 6, 2023. From this date until present there have been no reported alcohol involved incidents at this location.

The review of the application did not discover and disqualifying information or reason to deny this application.

Budget Impact:

There is no budget impact.

Requested Action:

If the City Council is inclined to recommend the liquor license application, a Councilor would state:

“I move to recommend approval of the liquor license application for Thai Thai & Sushi.”

Alternatives:

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

There is a history or pattern of illegal or disorderly activity on the premises.

2. There have been disturbances and/or other problems (such as fights, altercations, drug dealing by patrons, furnishing alcohol to minors by patrons, public drunkenness, alcohol related litter, etc.) related to the exercise of the applicant's alcohol license privilege and the applicant has failed to take reasonable and timely corrective action when notified of these problems by the police or the OLCC.
3. There is a continuing problem of noise from this business disturbing neighbors.
4. The applicant would be a poor risk for compliance with liquor laws, as indicated by a felony conviction, which reflects on the applicant's ability to be a responsible liquor licensee.
5. The applicant would be a poor risk for compliance with liquor laws, as indicated by a failure to comply with liquor laws.
6. The applicant has a history of abusing alcohol or other controlled substances and would be a poor risk for compliance with liquor laws.
7. The applicant has made an intentional and materially false statement about a matter that reflects on the applicant's ability to comply with the State's liquor laws.
8. An unlicensable person or a party not named as applicant has an ownership interest in the business to be licensed.
9. The applicant has failed to operate as originally proposed to the City Council, the original proposal having been a deciding factor in the Council's favorable recommendation to the OLCC.
10. The applicant has expanded the boundaries of the licensed premises to areas not originally considered by the Council and without City and OLCC approval.
11. The business is located within 500 feet of a school, childcare facility, church, hospital, nursing or convalescent care facility, a park or child-oriented recreation facility, or an alcohol and other drug treatment facility and there is evidence that the business will adversely impact the facility.

Attachments:

- Seaside Police Department Recommendation

Seaside Police Department

November 7, 2023

MEMORANDUM

TO: Mayor and City Council
FROM: Shauna Stelson, Detective Sergeant
SUBJECT: Thai Thai & Sushi

The Seaside Police Department has reviewed the liquor application for Thai Thai & Sushi, located at 1 N Holladay, Seaside, OR. This is a request for a limited on-premises liquor license. This license would allow the sales of malt beverages (beer), wine, and cider.

Listed on the application are Yutana Imvitaya, owner and chef, and Jeremy Thomas, general manager. Both previously owned and operated A Mighty Thai & Sushi located at 2490 HWY 101 N Seaside, OR. Jeremy stated A Mighty Thai had a liquor license that was approved April 6, 2023. From this date until present there have been no reported alcohol involved incidents at this location.

The review of the application did not discover and disqualifying information or reason to deny this application.

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



City of Seaside City Council Meeting Staff Report

Meeting Date: November 13, 2023
Author: Spencer Kyle, City Manager
Department: City Manager's Office
Subject: Emergency Water Supply Agreement
Type of Item: Approval

Request:

It is recommended that the City Council approve the attached agreement for emergency water supply with the City of Gearhart.

Background:

On February 1, 2012, the City of Seaside entered into an agreement with the City of Gearhart for emergency water supply and for additional water during peak months. That agreement expired after 10 years. Gearhart has asked for a new agreement.

After the signing of the 2012 agreement, the two cities made a connection to each other's water systems and installed a valve and meter. To the best of staff's knowledge, Seaside did not need to sell water to Gearhart during the term of the agreement.

Staff Analysis:

The previous agreement expired after 10 years in 2022. Gearhart has requested to renew the agreement. Staff has requested and Gearhart has agreed to two changes from the original agreement.

1. The previous agreement only provided water from Seaside to Gearhart. The updated agreement goes both ways. Both cities may provide water to the other city during an emergency.
2. The previous agreement included the provision of water from Seaside to Gearhart during peak months for non-emergency use. It was agreed that this agreement would not be for peak period water provision, but for emergency use only.

It is important for cities to have redundancies, backups and plans to accommodate emergency situations. Cities regularly rely upon each other during emergencies because it is mutually beneficial. For example, the Seaside relies upon mutual aid for police and fire response—we respond to other cities when they need help, and those other cities respond to Seaside at our request.

The City is hoping to have the same arrangement for water supply. Should something happen to the city's water supply that makes our water unavailable for use, the city would have a backup source in Gearhart. An example might be a break in the main water line connecting the water treatment plant to the rest of the city. In a situation like this, the city's water department would open the water connection with Gearhart to temporarily supply the Seaside with water.

Our City Attorney has reviewed and approved the attached agreement. Public Works Director, Mike Dimmick, has reviewed the agreement and has met with Gearhart water staff to review operational plans. He approves of this agreement.

Gearhart has already approved their side of the agreement.

Budget Impact:

None

Requested Action:

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

“I move to approve the attached agreement for emergency water supply.”

Alternatives:

The Council may choose to modify the agreement or select not to approve an agreement at all.

Attachments:

- Agreement For Emergency Water Supply

AGREEMENT FOR EMERGENCY WATER SUPPLY

THIS AGREEMENT ("Agreement") for Emergency Water Supply is dated effective this ____ day of _____, 2023, between the CITY OF GEARHART ("Gearhart") and the CITY OF SEASIDE ("Seaside"), sometimes collectively referred to as the "parties" or to any one singly as a "party."

RECITALS

- A. Seaside is a municipality adjacent to Gearhart and operates its own, independent water system (the "Seaside System").
- B. Gearhart is a municipality adjacent to Seaside and operates its own, independent water system (the "Gearhart System").
- C. There is the possibility that Seaside and Gearhart may need access to additional sources of water during emergency periods.
- D. Seaside has agreed to provide emergency water supply to Gearhart, and Gearhart has agreed to provide emergency water supply to Seaside subject to the terms and conditions of this Agreement.
- E. This Agreement is intended to provide the framework for long-term water supply for Seaside and Gearhart for their respective emergency needs, subject to the availability of water from the systems.

AGREEMENT

In consideration of their mutual covenants, the payment for the water provided for herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Seaside and Gearhart agree to the following:

- 1. **Definitions.** The following definitions will apply to this Agreement:
 - 1.1 **Available Water.** The quantity of water from the Seaside System and Gearhart System (the "Systems"), determined by Seaside and Gearhart respectively, which at any given time is in excess of the amount of water then needed by the residents of Seaside or Gearhart.
 - 1.2 **Connection.** The point, shown in Exhibit A attached hereto and made a part hereof, where Gearhart's pipe connects with the Seaside System.
 - 1.3 **Effective Date.** The date on which the last signatory of this Agreement has executed and delivered this Agreement.

- 1.5 **Emergency Need.** A condition determined by Seaside or Gearhart when the public welfare of the parties' respective residents requires access to Supplemental Source due to a System Limitation.
- 1.6 **Force Majeure.** Any cause beyond a party's control and without its fault or negligence. Such causes may include, but are not necessarily limited to, acts of God or the public enemy; acts of the federal, state, or local governments (other than the party in question); fires; floods; epidemics; volcanic eruptions; quarantine restriction; strikes; freight embargoes; and unusually severe weather or emergency that causes interruption of supply. An event of Force Majeure shall be limited to the time during which such event occurs.
- 1.7 **Master Meter.** A water meter at or near the connection installed by Gearhart.
- 1.8 **Request for Service.** A written notice from either Gearhart or Seaside to the other city, pursuant to a reasonable protocol to be established between them, that states a need for Available Water during a time of Emergency Need and estimating the approximate quantity and duration of need for Available Water.
- 1.8 **Supplemental Source.** Water from the other parties' System.
- 1.10 **System.** Either city's existing water supply system and related infrastructure.
- 1.11 **System Limitation.** A limitation due to any cause on the ability of the Systems to supply all water required at any given time.
- 2. **Obligation to Supply Water.** Pursuant to a Request for Services, and except during a System Limitation, Seaside or Gearhart shall furnish an uninterrupted supply of Available Water to the other city at the rate provided below during an Emergency Need.
- 3. **Rates.** Available Water supplied under this Agreement shall be sold at the in-City rates.
- 5. **Measurement of Water Use.** The Connection will be equipped with a Master Meter installed by Gearhart. The Master Meter will be used by Seaside to measure the volume of Available Water moved into either System. Representatives of both Systems may be present at meter readings. The Master Meter shall be read monthly during times when the Connection is open.
 - 5.1 **Failure of the Master Meter.** If the Master Meter at any time fails to accurately measure the water passage through though it, the charge for water used during the time the Master Meter is out of

order shall be based upon the average consumption as shown by the Master Meter when in proper operating condition during a comparable period of service.

- 5.2 **Meter Records.** Seaside shall freely share all of Seaside's Master Meter measurement records with Gearhart upon Gearhart's request for same.
6. **Billing for Water.** The System receiving water shall bill the other System on a monthly basis based exclusively on the meter readings of the quantity of water used by the other System during the previous month times the applicable rate per unit quantity for such water set forth in this Agreement, except as described in Section 5.1.
7. **Payment for Water.** The System receiving water shall pay the other System for all water passing through the Master Meter within thirty (30) days of receiving a bill.
8. **Maintenance of Master Meters.** Gearhart shall keep the Master Meter in continued good repair and shall test and calibrate the Master Meter annually. The cost of maintaining, testing, and calibrating the Master Meter is the responsibility of Gearhart.
9. **Other Maintenance.** The parties shall be responsible for maintaining and repairing their own respective water supply and distribution systems and shall not have any responsibility or liability to the other for same.
10. **Other Costs.** All costs incurred with respect to performance under this Agreement shall be paid by the party that incurred the cost, unless defined in this Agreement or otherwise agreed by both parties in writing.
11. **Limitation of Liability.** Neither party shall be deemed responsible or liable to the other on account of either a Gearhart System Limitation or a Seaside System Limitation.
12. **Laws.** Both parties shall comply with all ordinances, rules, and regulations of the other governing use of water.
13. **Assignment.** Neither party shall assign this Agreement, in whole or in part, or any other right or obligation under this Agreement, without the prior written approval of the other.
14. **Breach of Agreement.**
- 14.1 **Definition of Breach:** A party shall breach this Agreement if it fails to perform any substantial obligation under this Agreement. A party shall not

breach this Agreement, however, if its failure to perform a substantial obligation under the Agreement is caused by an event of Force Majeure.

14.2 Remedies for Breach.

14.2.1 In the event of a breach of this Agreement by one party, the other party shall be entitled to any remedies that are available to it at law or in equity, provided it first gives notice and opportunity to cure to the other party as specified below.

14.2.2 Without limitation to the foregoing, the non-breaching party shall be entitled to termination of this Agreement provided the procedures set forth in Section 15.2 are followed.

14.3 Notification. The party alleging a breach of this Agreement shall give the other party written notice of the breach, specifying the nature of the alleged breach.

14.4 Opportunity to Cure. The breach shall give rise to the remedies for breach in this Agreement unless the following occurs:

14.4.1 The party receiving the notice has entirely cured the breach within 10 days of receipt of the notice, and so notifies the other party in writing within the 10-day period; or,

14.4.2 If cure within the 10 day period is not reasonably possible, the party against whom the breach is alleged has taken the following actions within the 10 day period:

14.4.2.1 Initiated such cure;

14.4.2.2 Notified the other party in writing of its intent to pursue such cure in good faith and with due diligence until the breach is entirely cured;

14.4.2.3 Has in such notice specified a reasonable completion date for completion of such cure; and,

14.4.2.4 Has completed cure within the completion date specified in the above notice.

14.5 Non-Waiver: Neither party shall be deemed to have waived any breach of this Agreement by the other except by an express waiver in writing. Any express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach may be of the same nature that waived.

15. Early Termination.

- 15.1 For Convenience. Either party may terminate this Agreement at any time for its own convenience by 30 days' written notice to the other party. Upon termination under this paragraph, the parties shall be entitled to payment for all water received prior to receipt of notice of termination.
- 15.2 For Breach of Agreement. Either party may terminate this Agreement in the event of a breach of the Agreement by the other which remains uncured after following the procedures set forth in Section 14 of this Agreement.

16. Arbitration.

- 16.1 Arbitration of Disputes. Any dispute over an interpretation of this Agreement and which is not settled by mutual agreement of the parties within 60 days of notification in writing by either party shall be submitted to an arbitrator mutually agreed upon by the parties. If the parties cannot agree on an arbitrator within 10 days after the expiration of the 60-day period, then the arbitrator shall be appointed as soon as practicable by the presiding judge of the Clatsop County Circuit court. The arbitrator shall be selected within 30 days from the expiration of the 60-day period following notification of the dispute. The arbitration shall be as speedy as is reasonably possible. The arbitrator shall render a decision within 45 days of the arbitrator's first meeting with the parties. Insofar as they legally may be bound, the parties agree to be bound by the decision of the arbitrator. The parties shall each pay one half of the arbitrator's compensation and shall bear their own costs and attorney's fees.
- 16.2 Continued Performance Pending Dispute Resolution. Notwithstanding the existence of any dispute over the interpretation of this Agreement, whether or not the same is in arbitration, both parties shall continue to perform their obligations under this Agreement pending resolution of the dispute.
- 16.3 Exclusion for Arbitration. Notwithstanding the foregoing provisions of this Section 16, a breach of this Agreement under section 14 shall not be deemed a "dispute", subject to arbitration. No party currently in breach of this Agreement may demand arbitration.

17. **Notices.** Any notice under this Agreement must be in writing, and shall be sufficient as notice if (a) delivered personally to the following addressee; or (b) if deposited in the United States Mail, postage prepaid certified mail, return receipt requested, addressed as provided below; or (c) sent via email to the email to the email address provided below; or in all such cases to such other address/number/email address as the receiving party hereafter shall specify by written notice. Notification is deemed effective upon date of delivery if by delivery, on the date of transmission if by email or fax, and upon receipt if by U.S. Mail. Addressees are stated below, and are valid unless changed by written notice to the other party.

If to Seaside:

Spencer Kyle
989 Broadway, Seaside, Oregon 97138
Phone - (503) 738-5511
skyle@cityofseaside.us

If to Gearhart:

Chad Sweet
698 Pacific Way (PO Box 2510) Gearhart, Oregon, 97138
Phone – (503) 738-5501
citymgr@ci.gearhart.or.us

18. **Representations and Warranties.** Neither party makes any representations or warranties under or related to this Agreement.
19. **Indemnity:** The parties mutually acknowledge they are responsible for their own actions performed in connection with this Agreement. Each party agrees to indemnify the other party for any and all liability arising out of the indemnifying party's own performance under this Agreement and shall hold harmless, indemnify, and defend the other party and its agents, officers, elected officials, employees, contractors, and volunteers, from and against any and all liability, settlements, loss, costs, and expenses (including attorneys' fees) in connection with any action, suit, claim, or proceeding resulting or allegedly resulting from (1) the party's own employees, agents, officers, contractors, and subcontractors' (collectively, the "Indemnifying Party") acts, omissions, activities or services in the course of any Indemnifying Party's performance of the services; (2) any violation, or alleged violation of a local, state, or federal law by any Indemnifying Party; and/or (3) any claim regarding intellectual property infringement in connection with the services of this Agreement.
20. **Effective Date and Term.** The Effective Date of this Agreement shall be the date of execution and delivery of the Agreement by the last of the parties to sign this

Agreement, as indicated in the signature block at the end of the Agreement. The Effective Date shall be filled in on the first page of this Agreement.

- 21. **Term.** The term of this Agreement shall be ten (10) years from the Effective Date for Water Delivery unless terminated or amended in accordance with the provisions of this Agreement.
- 22. **Amendments.** The parties may amend or supplement this Agreement only by written agreement between them.
- 23. **Entire Agreement.** This Agreement is the entire agreement of the parties on the subject matter hereof.
- 24. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended by this Agreement, No persons other than the parties hereto may enforce this Agreement.
- 25. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates provided below after signature.

CITY OF GEARHART
By: _____
Print name: _____
Date: _____

CITY OF SEASIDE
By: _____
Print name: _____
Date: _____



City of Seaside

City Council Meeting Staff Report

Meeting Date: November 13, 2023
Author: Spencer Kyle, City Manager
Department: City Manager's Office
Subject: Camping Policy
Type of Item: Approval

Request:

The City Council is being asked to approve an updated camping policy.

Background:

The City Council approved the first camping policy in the spring of 2022 and has made several updates since that time. The camping policy works hand in hand with Seaside City Ordinance Chapter 102, which regulates camping.

Staff Analysis:

The primary purpose of the update at this time is twofold:

1. Update the permitted locations to camp on public property.
2. Update rules for camping on public property.

Location

The policy updates the location of public camping to include 855 Avenue S, commonly known as the lot containing the recycling facility in Seaside. The city needs to relocate the camp from the Mill Ponds park because that location is susceptible to flooding during the winter months and because camping is not an approved use for that property. The Mill Ponds site was acquired through a grant from the Oregon Watershed Enhancement Board (OWEB). OWEB has allowed the city to use the park for camping on a temporary basis while we located a permanent location.

Updated Rules

The city now has 18 months of operating the camping program in Seaside. Staff have learned what works well and what the problems are. Some of the problems city staff are observing and want to correct include:

- Campsites are growing too large and continue to expand.
- It is difficult to identify who is a participant in the program and who is not. People found camping without a permit usually state that they are just “visiting” someone at the camp. These visitors often cause problems including drug dealing and prostitution.
- Campers are bringing in large couches and other furniture that become ruined in the weather and city resources are required to dispose of them.
- Many campers have built semi-permanent structures using construction materials, pallets, walls, and doors and have expanded their tents/structures into multi-roomed dwellings. It was never intended for the camping sites to have semi-permanent

dwellings on them, and these structures are very difficult to remove for inspections and cleanup.

- There has been an overall problem of the accumulation of items that often enable a hoarding mentality and contribute to the overall cluttered, dirty, and unhygienic conditions.

To remedy many of these issues, the attached policy update includes the following new rules:

- Each camper will be designated a specific space, the size and location to be determined by city staff.
- Only camping permit holders are authorized to enter the areas designated for tent camping. Exceptions include city staff and authorized service providers and other visitors authorized by the City Manager.
- No large furniture is permitted within the campsite. Large furniture includes, but is not limited to, couches, overstuffed chairs, full-size mattresses, or any other similar pieces of furniture as determined by the City Manager.
- No structures may be erected except for a tent. For example, a camper may not add structural additions such as doors, walls, roofs, etc. Tarps are permitted and pallets may only be used as a base under the tent.
- Wood or charcoal fires are prohibited. Butane and propane camp stoves are permitted.
- Tent campers are limited to one tent per permit. No storage tents are permitted.
- One bicycle and wagon (no shopping carts) are permitted per person. These items must be contained within the specific space allotted to the camper.
- Other than the bicycles and carts listed above, no items are permitted outside of a camper's tent or vehicle. Prohibited items found outside a tent or vehicle will be removed from the campsite.
- Dogs must be kept on leach at all times while in the camping area. Excessive barking is prohibited. Campers must pick up after their dog.

The only other changes are some cleanup of language that was no longer relevant. One line was originally intended to regulate activities during the daily moveouts, which no longer happen. Another line stated that a camper could have their permit terminated for unpaid court citations. That policy has never been enforced and it is in doubt as to whether that policy would be in compliance with current laws. Instead, staff will continue to manage permit suspensions and/or revocations by the number and severity of citations, rather than whether court fines are paid.

Budget Impact:

No budget impact. The city has already expended funds allocated in the budget to improve the new location.

Requested Action:

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

“I move to approve the attached amended policy “Program for Temporary Camping”.

Alternatives:

The City Council may choose to make no changes, amend the recommended changes, or table the item for a future meeting.

Attachments:

- Seaside City Ordinance Chapter 102 – Program for Temporary Camping

Seaside City Ordinance Chapter 102 – Program for Temporary Camping

Policy

The Seaside City Ordinance Chapter 102 regulates the camping ordinance. This policy is designed to guide the enforcement of Chapter 102 as well as Oregon State Law (2021 HB 3115 and HB 3124).

Participants in the program for temporary camping are expected to be knowledgeable of Chapter 102. This chapter, along with other city ordinances, can be found on the City of Seaside webpage (www.cityofseaside.us).

Permit

Participation in the camping program requires participants who are camping on public property, those who are camping on private property and those permitting others to camp on their private property, to obtain a free of charge permit from the city. Obtaining a camping permit may be obtained by contacting the Seaside Police Department located at 1091 S. Holladay Dr. or by calling (503)738-6311.

The permit issuance will require participants to provide:

- Names of all persons to be included with the permit
- Phone number (if available)
- Vehicle(s) included with the permit (no more than one motorized vehicle, motorized RV such as a motorhome or one RV trailer with one motorized tow vehicle which, shall remain with the towed RV)
- Tent size and color
- Private property address, if camping on private property
- Signature of permit holder

The permit will be valid for (3) weeks. Once a permit expires, the participant will be required to obtain a new permit if participation in the program continues.

Camping Location – Lawful and Unlawful

Permitted public property camping locations are subject to change without public notice and will be updated in this policy as deemed appropriate by the City Manager.

Upon permit issuance to a participant the camper will be directed to an assigned public property camping location.

Current public property camping locations by assignment include:

- 855 Avenue S
- City owned lot, south end of Aldermill Rd.

Except as expressly authorized by the Code of Seaside, it shall be unlawful for any person to camp as defined in Chapter 102 on any publicly owned property during the hours as set in this policy.

October 24, 2022November 13, 2023

~~Except as expressly authorized by the Code of Seaside, it shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, on any public property during the hours as set in this policy.~~

Commented [SK1]: This section was intended to regulate daily move outs and is no longer needed.

Private Property – Non residential

With written authorization of the private property owner of the property up to six (6) persons and up to three (3) total motor vehicles, RV's or tents, in any combination, may be used for camping in any parking lot. Permits may be issued for limited camping in non-residentially zoned private parking lots provided that the parking spaces utilized for camping are not the off-street parking spaces required for the primary use of the property as regulated by Section 4.100 of the Seaside Zoning Ordinance.

Camping Days and Times Allowed

The City Manager or designee shall establish dates and times that the campsite will be closed so that the City may inspect conditions and clean the campsite as necessary. When the campsite is closed, campers may not remain onsite nor in their tents or vehicles. The City Manager or designee may decide if tents, vehicles or other camp paraphernalia must be removed from the campsite or may remain in place. The City will not close the campsite more than once per week. The City shall notify campers at least 24 hours in advance of potential camp closures.

Site Rules

The following rules shall apply to participants camping on public property. Any violations are subject to citation and suspension or revocation of camping permits.

- Each camper will be designated a specific space, the size and location to be determined by city staff.
- Only camping permit holders are authorized to enter the areas designated for tent camping. Exceptions include city staff and authorized service providers and other visitors authorized by the City Manager.
- No large furniture is permitted within the campsite. Large furniture includes, but is not limited to, couches, overstuffed chairs, full-size mattresses or any other similar pieces of furniture as determined by the City Manager.
- No structures may be erected except for a tent. For example, a camper may not add structural additions such as doors, walls, roofs, etc. Tarps are permitted and pallets may only be used as a base under the tent.
- Wood or charcoal fires are prohibited. Butane and propane camp stoves are permitted.
- Tent campers are limited to one tent per permit. No storage tents are permitted.
- One bicycle and wagon (no shopping carts) are permitted per person. These items must be contained within the specific space allotted to the camper.

~~October 24, 2022~~November 13, 2023

- Other than the bicycles and carts listed above, no items are permitted outside of a camper's tent or vehicle. Prohibited items found outside a tent or vehicle will be removed from the campsite.
- Dogs must be kept on leach at all times while in the camping area. Excessive barking is prohibited. Campers must pick up after their dog.

Enforcement

Violators of Chapter 102 may be issued a citation to appear in court. Due to the temporary nature that this program is designed to regulate, court date appearances should be scheduled for the next available Seaside Municipal Court date.

Participants found to be in violation of Chapter 102 are subject to penalties and enforcement as described in Chapter 102.99. Three (3) offenses under this chapter shall constitute a public nuisance and at the determination of the City Manager, participants may be denied participation in the program as well as abatement of the nuisance camp, camp facilities, camp paraphernalia, campsite, motor vehicle, recreational vehicle, etc. as defined in Chapter 102.02.

~~Fines imposed by the court that are not paid within 30 days will cause the camping participant to be terminated from the program.~~

Commented [SK2]: Has not been enforced and may not be legal. Termination from the program will be enforced through the number and/or severity of citations rather than whether or not they've been paid.

Abatement

Campers found to be repeatedly in violation of Chapter 102 and deemed to be a nuisance to city ordinance are to immediately remove all personal property from the city limits.

Failure to do so will result in being provided a 72-hour notice to remove all personal property, at which time the city will impound the property to include, but not limited to, the camp, camp facilities, camp paraphernalia, campsite, motor vehicle, recreational vehicle, etc. at the owner's expense.

Storage and disposal of the impounded property will be in accordance with Oregon State Law (2021 HB 3124). Items that have no apparent value or utility or are in an insanitary condition may be immediately discarded upon removal.

Appeal Process (Predeprivational Hearing)

Participants in the program who have been given an abatement notice have the right and may contest the order by providing written notice to the Seaside Police Department within the 72-hour notice time frame given to abate.

This appeal notice will be forwarded to the City Manager who will schedule a predeprivational hearing with the participant within 72 hours of the notice to appeal the abatement by the participant. During this hearing the participant shall show cause why the nuisance should not be immediately abated.

~~October 24, 2022~~ November 13, 2023

During the hearing with the City Manager, evidence and testimony of the Chief of Police and/or other interested persons concerning the existence, location and condition of the nuisance shall be considered. The City Manager shall not be bound by the technical rules of evidence in the conduct of the hearing.

After the hearing the City Manager may authorize the abatement to occur with an additional 72 hours of notice to abate or may order the specific violations by the participant to be corrected in order to remain a participant in the program.

~~October 24, 2022~~ November 13, 2023



City of Seaside

City Council Meeting Staff Report

Meeting Date: November 13, 2023
Author: Spencer Kyle, City Manager
Department: City Manager's Office
Subject: Sewer Operations and Capital Consulting Services
Type of Item: Approval

Request:

I am seeking approval for sewer operations and capital consulting services.

Background:

The city has operated a sewer treatment plant for more than 40 years. I had many questions about how the plant was currently being operated and the condition of the facilities. I hired a consultant, SolidsDude Solutions LLC, to spend two days at the sewer treatment plant reviewing its operations and the general conditions of the equipment and facilities.

Staff Analysis:

The feedback from the consultant identified the following deficiencies:

- Many plant processes are not currently functioning as designed.
- Staff have not received the training necessary to operate the plant as designed.
- The City is required to have a wastewater treatment system operator Grade III and has not had one for many years.
- The physical condition of the facility has deteriorated beyond the ability of City staff to repair.
- The aeration basin is of particular concern as the facility already lacks the ability to treat current loads and a single mechanical failure on a holiday weekend would result in permit violations. A single violation could result in a fine of \$5,000 or greater.
- Clarifier #1 operates with an original drive mechanism which is beyond its service life and needs to be rebuilt.
- There is no functioning SCADA system, a monitoring system that allows staff to monitor operations while off site and sends alerts of problems.
- The waste activated sludge and return activated sludge (WAS/RAS) pump shed has numerous electrical code violations.

A three-tiered approach is required to get the sewer treatment plant on track. It includes:

1. Immediate (beginning this week and continuing for approximately three months)
 - a. Hire a DRC (direct responsible charge) as required by permit to oversee operations and sign off on reports. This position may be a consultant and is not required to be an employee of the city.
 - b. Identify immediate operational changes needed for improved plant operations.
 - c. Train employees on the correction operation of the plant.

- d. Develop standard operation procedures and emergency plans for staff to follow.
2. Short-term (6 months)
 - a. Complete a condition assessment of the plant and its various facilities and equipment.
 - b. Replace, repair and/or construct issues identified in the condition assessment, including the aerator, clarifier and (WAS/RAS) pump shed.
 3. Long-term (10 years)
 - a. Update sewer master plan
 - b. Develop and prioritize the capital projects identified in the master plan.
 - c. Construct the capital projects.

The city needs to hire outside engineers and professional operators to assist the city in this work. The Staff has received two proposals we wish to execute immediately. They are attached to this staff report.

The first proposal is from SolidsDude Solutions LLC and is needed for the immediate response. This firm will provide the city with all the services identified in the “Immediate” needs listed above. Staff hopes to be able to transition this role to a local consultant after the plant improves operations.

The second proposal is from Civil West Engineering Services, Inc. They are an Oregon civil engineering firm with an office located on the coast. Civil West will work in conjunction with SolidsDude to complete the condition assessment and aid the city in planning and executing repairs or replacements to the aerator, clarifier and (WAS/RAS) pump shed.

It is anticipated that these consultants can get the city through the immediate and short-term needs, 0-6 months. The city will then issue a request for proposals (RFP) for the long-term projects.

Budget Impact:

The total cost of the two proposals is currently \$74,494. Staff will work to ensure this proposed cost is correct and that the same work is not being duplicated in the two proposals.

Staff have reviewed the sewer budget and believe it is likely the city can cover the costs within its existing budget. However, should other significant costs develop, the sewer budget will need to be amended. Additionally, many of the capital projects needed to be completed this year may require a budget amendment.

If the costs cannot be absorbed into the current operations budget, the city will need to amend the budget to shift funds from the sewer fund’s reserves to the budget.

The City’s recently adopted purchasing policy allows the city to directly hire engineering services for projects costing less than \$100,000.

Requested Action:

If the City Council is inclined to approve the plan to move forward, a Counselor would state:

“I move to authorize the City Manager to engage the services of sewer operations and capital consultants.”

Alternatives:

The city could choose to do nothing at this time. The result could be catastrophic if significant portions of the treatment plant fail. A failure would likely result in significant environmental consequences as well as expensive fines from DEQ.

The city could also send out an RFP seeking other qualified consultants. However, it is unlikely that we'll be able to hire a firm prior to January 2024 if we pursue a more formal process. It is realistic for the city to foresee plant violations while we wait for other proposals. In addition, staff are not aware of other operations consultants, like SolidsDude.

Attachments:

- SolidsDude Solutions LLC System Supervision Proposal
- Civil West Engineering Services Scope of Services



SolidsDude Solutions LLC

1930 N Beaver Creek Rd. Seal Rock, OR 97376

Telephone 708-606-5249

Prepared for: City of Seaside

Project title: System Supervision Proposal

Project no.: 002

Document #: Scope 01

PROJECT UNDERSTANDING

The City of Seaside is seeking professional services for system supervision of the WWTP. These services are intended to be temporary until city staff acquire the required certification.

SCOPE OF WORK

Task 1 System Supervision

The City of Seaside's Wastewater Treatment Plant (WWTP) and Wastewater Collection (WWC) system needs a system supervisor until a city staff person can assume the role. Solidsdude Solutions is proposing that Andrew Grant (Grant), Operations Specialist, be assigned as system supervisor while a permanent solution is developed. Grant holds a current State of Oregon, Wastewater Treatment System Operation Certification at Grade level IV (Certificate #13210) and a Wastewater Collection System Operation Certification at Grade III (Certificate # 14563). Mark Walter will act as backup supervisor. He holds a Wastewater Treatment System Operation Certification at Grade level IV (Certificate #7091) and a Collection System Operation Grade IV (Certificate # 12219). System Supervision began November 13, 2023, and will continue to February 5, 2024 through this task. This task can be discontinued or extended at the request of the city upon 30 days' notice.

System supervision for the City of Seaside's WWTP will be in accordance with OAR 340-049-0010 and 340-049-0015. Grant will supervise the daily onsite technical operation of the City's Wastewater Treatment Plant and collection system. He will also act as system supervisor with authority delegated by the City to establish and execute specific practice and procedures for operating the wastewater treatment plant in accordance with the City's policies and NPDES Permit (Permit # 102579) requirements. Mark Walter will act as backup supervisor to provide an increased level of supervisory coverage.

Deliverables for this task will be meeting notes from the weekly coordination meeting and a process memo. Actions that involve SDS will be identified as Task Orders with hours from Task 2 Contingency.

Task 1 Assumptions

System supervision of the Seaside WWTP is being proposed with the following assumptions:

- City staff will provide on-site response to any issues at the WWTP and collection system.
- After hours “On-Call” response to WWTP issues shall be performed by City staff.
- City staff will notify the System Supervisor of any issues affecting the NPDES permit or result in deviation from the Process Memo.
- The system supervisor will be available via phone and respond within 2 hours.
- Supervisor response via phone is charged at the standard rate in 15 min increments after the 30-minute allowance each day.
- The emergency response rate is \$225 per hour.
- The goal for emergency response to the WWTP by the System Supervisor will be within 6 hours.

Task 1 Estimated Level of Effort and Anticipated cost

The estimated level of effort includes system supervision meetings, a system supervision fee and emergency response as described below. The task budget estimate is based on a 12 week project duration beginning 8 am November 13, 2022, and continuing until 8 am February 5th, 2023. The estimated cost does not include a contingency for emergency response. Meeting notes and process memos will be used to provide directions and document operating set points and targets.

System supervision meetings: The system supervisor shall meet with the City’s staff once a week to review WWTP status and respond to issues. Remote meetings will be the primary meeting method.

For unplanned response, the standard billing rate for each hour between 7 am and 4 pm is \$150 per hour. When onsite meetings are required and planned 3 calendar days in advance, the client will be billed at the standard billing rate. Remote meetings between 7 am and 4 pm will be billed at the standard rate when scheduled 4 hours in advance. Meetings that are required outside of these times will be billed at the emergency response rate. The emergency response rate is \$225 per hour.

The system supervision fee will be \$200 per day and include up to one half hour of phone consultation. The system supervisor will maintain availability by phone to respond to wastewater system issues and for consultation. Response times are defined under the assumptions section.

Table 1 provides an estimate of costs based on the level of effort described above.

Table 1 Estimate of Cost

Task 1 System Supervision	Hours	Rate	Cost
Weekly remote meetings (12 each)	12	\$150.00	\$1,800.00
System supervision fee (days)	84	\$200.00	\$16,800.00
Total estimated cost			\$18,600.00

Task 2 Orientation

In order to establish policies and procedures related to contract supervision of the WWTP and Collection System a 2-day site visit is warranted. The goals of the orientation site visit will be to develop and train staff on the process memo and to standardize data collection and communication between Solidsdude and operators.

Task 2 Assumptions

System supervision of the Seaside WWTP is being proposed with the following assumptions:

- Written delegated authority to establish policies and procedures related to the operation of the WWTP will be given to Solidsdude by the City Manager or their designee prior to the orientation visit.
- Operations staff will be made available for training.

Task 2 Estimated Level of Effort and Anticipated cost

The estimated level of effort includes two 6-hour days on site at the WWTP and a tour of the largest collection pump systems. Travel is billed at the standard rate and the per diem for hotel is estimated at \$120/night.

Table 2 Orientation Estimated Cost

Task 3 Orientation	Hours	Rate	Cost
2 Day site visit	12	\$150.00	\$1,800.00
Site visit travel and hotel		\$1,120.00	\$1,120.00
Total estimated cost			\$2,920.00

Task 3 Contingency

This task includes contingency time for additional support to address identified action items. Sub tasks will be assigned a sub number 3.1, 3.2, etc. to track time spent under this task.

Table 3 Contingency Estimated Cost

Task 3 Contingency	Hours	Rate	Cost
Contingency	10	\$225.00	\$2,250.00
Total estimated cost			\$2,250.00

TERMS AND CONDITIONS

Terms and conditions will be in accordance with the City of Seaside's contract for Professional Services. In addition, the following terms are requested:

- Invoices will be submitted monthly.
- Payment will be made to the contractor within 30 days of receiving the invoice.

Thank you for the opportunity to propose this work. If you have any questions regarding this proposal or would like to discuss details, please do not hesitate to contact me.

Andrew Grant

Solidsdude Solutions, LLC
Grant@Solidsdude.com
Telephone 708-606-5249



South Coast Office
486 E Street
Coos Bay, OR 97420

Willamette Valley Office
200 Ferry Street SW
Albany, OR 97321

Rogue Valley Office
830 O'Hare Parkway, Suite 102
Medford, OR 97504

North Coast Office
609 SW Hurbert Street
Newport, OR 97365

ENGINEERING SCOPE OF SERVICES

Attachment A

Task Order #1

Date: November 8, 2023

To: Spencer Kyle, City Manager, City of Seaside (Client)

From: Keven Shreeve, PE, Principal, Civil West Engineering Services, Inc. (CWES)

RE: **Wastewater O&M Support Services**

PROJECT UNDERSTANDING

The City of Seaside is seeking services to support program development, treatment optimization, and staff training. The wastewater facility is undergoing several replacement and refurbishment projects in the next few months. The City would like to leverage these improvements with program development and training to optimize facility operations. A quality assurance and quality control plan are also needed to ensure continued compliance with the NPDES permit.

BACKGROUND

The City of Seaside, Oregon owns and operates a wastewater treatment plant (WWTP) located at 1821 N. Franklin Street. The City requested CWES in partnership with Andrew Grant, Solidsdude Solutions, LLC, to conduct an operations and process evaluation of the WWTP. An initial site visit was conducted on November 2, 2023. A Summary Report of Findings was transmitted to the City and the Summary reads in part:

“The WWTP process in Seaside is not functioning as designed. The physical condition of the facility has deteriorated beyond the ability of City staff to repair. The aeration basin is of particular concern as the facility already lacks the ability to treat current loads and a single mechanical failure on a holiday weekend would result in permit violations. This system is relatively easy to refurbish, and the city should muster the financial resources to do so before the next tourist season.

The current staff has learned mostly from on the job training. However, the previous operators were struggling to maintain the plant in good working condition. Outside training is imperative. [Grant recommends] recommend sending current staff to another facility for training as well as

developing policies and procedures specific to the city’s WWTP to inform current staff as well as hedge against brain drain going forward.”

APPROACH

CWES and Solidsdude Solutions (SDS) will collaborate with City staff to develop task plans to meet objectives. Solidsdude Solutions will act as a subcontractor to Civil West Engineering to support this project.

This proposal is organized into to tasks to address the following areas:

- Operations review and optimization.
- QA/QC Plan and Laboratory
- Maintenance review and Optimization
- Treatment process training

Detailed task scopes will be refined using an inclusive process to ensure that the tasks meet City objectives. The City will identify a project manager for each task to aid with development and ensure that objectives are met.

The City is encouraged to submit training plans to Oregon Environmental Services Advisory Council (OESAC) so that staff can receive continuing education credits towards operator certification. Instructions on how to submit CEU registration can be found here <https://www.oesac.org/>

Part A: Scope of Work

1. **Task 1 – Project Management:** We will provide the necessary project management and administrative services to conduct an orderly and well-managed project and to ensure quality and timeliness of deliverables. We will coordinate with the City regularly as necessary. The City and CWES/Solidsdude Solutions will utilize DropBox for working files. City will provide staff identified resources to support meeting agreed upon schedule. City staff will provide access to documentation and data as required to meet task objectives.
2. **Task 2 – Operations Review and Optimization:** Develop and implement operational tools to improve WWTP operation. This effort will include a review operations practices including sampling, process control, and reporting. Unit process control procedures will be developed to ensure consistency in approach to operational process control.

Task summary:

- Perform a 24-month data analysis
- Evaluate current process control practices
- Review sampling, reporting and data retention practices
- Four site visits are included for this task



Deliverables shall include development of a WWTP data summary spreadsheet, a sampling and analysis plan and unit process control procedures. Process control procedures will be developed with City staff and include the following unit processes:

- Screening
- Orbal Aeration Basin
- Coagulation, flocculation, and filtration
- Ultraviolet disinfection
- Aerobic digestion

3. **Task 3 – QA/QC Plan and Laboratory Audit:** The City’s NPDES permit (Sch B.1.e.i) requires the City to develop and maintain a quality assurance and quality compliance manual. The manual details what actions should be taken should data fall outside the range of a permit limit or detection limit. This combined with proper standard operating procedures and demonstrations of capability ensures that operations staff has the resources to correctly analyze, validate and report data.

Deliverables include:

- A QA/QC Manual
- Laboratory Standard Operating Procedures
- On site training
- Demonstration of Capability testing

4. **TASK 4 – Maintenance Review and Optimization:** Review maintenance planning and execution practices. Create an asset inventory and perform a system condition assessment. The WWTP condition assessment and prioritization is intended to support facility planning efforts. Utilize the results from the assessment to inform system prioritization. A workshop will be conducted with City staff to identify system risk and prioritize systems. Emergency equipment plans will be developed for each system. Three site visits are included in this task.

Deliverables include:

- Technical memo identifying improvements to current maintenance practices
- Asset inventory spreadsheet
- Condition assessment report
- System risk prioritization workshop
- Emergency equipment plans

5. **TASK 5 – Staff Treatment Process Training:** Training to focus on the following unit processes:

- Screening
- Orbal operation
- Coagulation, flocculation, and filtration
- Ultraviolet disinfection
- Aerobic digestion



- Biosolids Handling

6. **TASK 6 – Reimbursables:** Mileage, per diem, lodging, copies, etc. as incurred.

- Travel charged at billing rate to and from project site. Travel from Newport/Seal Rock to Seaside is estimated to be 6 hours round trip.
- Lodging is estimated at \$150 per night.

Part D: Project Fee Proposal (Time and Materials)

We propose the above work be performed on a Time and Materials basis. Hourly billing rate for Grant is \$150/hour. The anticipated budget for this work is \$51,375. CWES will invoice the City on a monthly basis based on the work performed that month. The following breakdown presents the anticipated level of work for each task; however, invoices will show only one line item “Professional Services.” If additional work is requested, we will communicate with the City on an amendment to the agreement. Any additional work will be billed on a time and materials basis pursuant to the 2023 Rate Schedule attached hereto.

Task No.	Proposed Work	Proposed Total Fee
1	Project Management & Administration	\$1,990.00
2	Operations Review and Optimization	\$11,718.00
3	QA/QC Plan and Laboratory	\$8,868.00
4	Maintenance Review and Optimization	\$15,248.00
5	Staff Treatment Process Training	\$11,100.00
6	Reimbursables	\$1,800.00
Total Proposed Project Budget		\$50,724.00

Part E: Project Schedule

Notice to proceed on proposed work is anticipated to commence on or about November 14, 2023. The schedule for Task 2 is ongoing for the duration of the project period, through April 2024. The following is an estimated schedule subject to final coordination with the City and CWES/SDS. Additional compensation will be discussed if the schedule is lengthened.



Task 2 Operations Review and Optimization	Schedule					
	Nov	DEC	Jan	Feb	Mar	Apr
Data analysis and evaluation	5	5				
Review process control	2					
Review sampling reporting practices	8	8				
Develop unit process procedures (5 each)					10	15
Site visits (2)						
Task 3 QA/QC Plan and Laboratory	Nov	DEC	Jan	Feb	Mar	Apr
Develop QA/QC Manual			10	20		
Laboratory Training day			8			
Permit Review and Training	2					
1 Day on site included in training day						
Task 4 Maintenance Review and Optimization	Nov	DEC	Jan	Feb	Mar	Apr
Maintenance planning & execution			5	3		
WWTP condition assessment		10	10	16		
System prioritization					8	
Emergency equipment plan						10
Site visits (3)						
Task 5 Staff Treatment Process Training	Nov	DEC	Jan	Feb	Mar	Apr
Training needs assessment	8					
WWTP Process Training			8	15	17	
Site visits (2)						
Total/month estimate	25	23	41	54	35	25

We are grateful for this opportunity to provide these services to the City. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,

Civil West Engineering Services, Inc.



Keven T. Shreeve, PE
North Coast Regional Manager

Authorized Representative Signature Accepting Scope of Services

Date



Civil West Engineering Services, Inc. - 2023 Rate Schedule	
STAFF/ITEM	BILLING RATE
ENGINEERING	
Expert Witness	\$400
Principal Engineer	\$175
Regional Manager	\$170
Senior Project Manager	\$165
Senior Project Engineer	\$153
Senior Engineering Technician	\$128
Project Manager	\$160
Project Engineer	\$142
Staff Engineer	\$120
Engineering Technician	\$88
Drafter	\$77
Inspector 1	\$165
Inspector 2	\$144
Inspector 3	\$124
Engineering Intern	\$54
Clerical	\$54
Surveying	
Senior Surveyor (PLS)	\$160
Senior Survey Technician	\$128
Survey Technician	\$109
1-person Survey Crew	\$170
2-person Survey Crew	\$200
3-person Survey Crew	\$237
REIMBURSABLES	
Mileage	\$0.655 - or current IRS Rate
Survey Equipment	\$200/day
Lodging, meals as required for travel	Cost
Reproduction, Printing, Etc.	Cost plus 10%
Subconsultants	Cost plus 10%
Expert Witness Support Expenses	Cost





CITY OF SEASIDE

Published on *Seaside, OR* (<https://www.cityofseaside.us>)

[Home](#) > [Public Comment Submission or Registration](#) > [Webform results](#) > Submission #32

Submission information

Form: [Public Comment Submission or Registration](#) [1]

Submitted by Anonymous (not verified)

October 25, 2023 - 3:18pm

70.176.182.228

Full Name:

Chuck Murphy

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

[REDACTED]

Phone Number:

[REDACTED]

E-mail Address:

cmurphy4@cox.net

Confirm E-mail Address:

cmurphy4@cox.net

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

City Council

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

November 13, 2023

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

Via Zoom

Zoom Webinar Instructions:

I have read and understand the Zoom web-conference instructions and understand I should run a test ahead of time. (Copy and paste this link to test your connection and microphone):

<https://zoom.us/test>

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

Specific Agenda Item

Please list the specific item on the agenda that allows for public comment (Example: Item #11A - Resolution #3994):

E-Bike Ordinance

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

Please select one of the following required options:

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

Source URL:<https://www.cityofseaside.us/node/20386/submission/13126>

Links

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