

**This meeting is to take care of city business and the public is allowed in the building at any given time. Mask are required at this meeting. Public Comments can be emailed to [publiccomment@cityofseaside.us](mailto:publiccomment@cityofseaside.us). Thank You for your patience.**

**\*\*INTERVIEWS VARIOUS – 5:40 PM TO 6:30 PM\*\***

**AGENDA SEASIDE CITY COUNCIL MEETING  
DECEMBER 13, 2021 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. COMMENTS - STUDENT REPRESENTATIVE, EMMA ARDEN
6. COMMENTS – PUBLIC – (please keep speaking time to four minutes)
7. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
8. CONSENT AGENDA
  - a) PAYMENT OF THE BILLS - \$586,630.59
  - b) APPROVAL OF MINUTES – November 22, 2021
9. REPORTS AND PRESENTATIONS:
  - a) RECOGNITION – SEASIDE POLICE COMMUNICATIONS MANAGER, MITCH BROWN, Chief Dave Ham and Chief Geoff Spalding
10. UNFINISHED BUSINESS:
  - a) VACANCY - LIBRARY BOARD (**ONE APPLICATION**)  
CITY TREE BOARD  
BUDGET COMMITTEE  
PLANNING COMMISSION (**TWO APPLICATIONS**)  
PARKS ADVISORY COMMITTEE (**ONE APPLICATION**)  
AIRPORT ADVISORY COMMITTEE  
CONVENTION CENTER COMMISSION (**THREE APPLICATIONS**)  
TRANSPORTATION ADVISORY COMMISSION
11. NEW BUSINESS:
  - a) RESOLUTION #3994 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AMENDING AND RESTATING RESOLUTION #3970, AUTHORIZING THE EXECUTION AND DELIVERY OF GENERAL OBLIGATION BONDS AND ONE OR MORE FULL FAITH AND CREDIT FINANCING AGREEMENTS FOR THE PURPOSE OF REFINANCING OUTSTANDING OBLIGATION OF THE CITY AND TO FINANCE IMPROVEMENTS TO THE CITY’S WASTEWATER SYSTEM; DESIGNATING AND AUTHORIZED REPRESENTATIVE, FINANCIAL ADVISOR AND SPECIAL COUNSEL; AND RELATED MATTERS
    - PUBLIC COMMENTS
    - COUNCIL COMMENTS
    - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
    - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- b) **ORDINANCE #2021- 06 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, ADDING CHAPTER 102 TO THE CODE OF SEASIDE, ESTABLISHING CAMPING REGULATIONS, DEFINITIONS, TEMPORARY CAMPING PROGRAM, PROHIBITED CAMPING, PENALTIES AND ENFORCEMENT (First Reading)**
  - **OPEN PUBLIC COMMENTS**
  - **CLOSE PUBLIC COMMENTS**
  - **COUNCIL COMMENTS**
  - **MOTION FOR FIRST READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED**
  
- c) **APPROVAL – NON-REPRESENTED PERSONNEL BENEFITS MANUAL, Jon Rahl**
  
- d) **RECOMMENDATION – MEMORIAL BENCHES ADDITIONAL LOCATIONS CITY OF SEASIDE, Dale McDowell**
  
- e) **DISCUSSION – BAN THE SALE OF LEGAL FIREWORKS IN THE CITY OF SEASIDE**
  
- f) **INTERGOVERNMENTAL AGREEMENT (IGA) – SCOPE OF WORK -WITH COLUMBIA RIVER ESTUARY STUDY TASKFORCE (CREST) FOR UPDATING THE SEASIDE FORDUNE MANAGEMENT PLAN, Kevin Cupples**
  
- g) **UPDATE - CITY COUNCIL PLANNING FOR CITY MANAGER POSITION, Mayor Jay Barber and Councilor Dana Phillips**

12. **COMMENTS FROM THE CITY STAFF**

13. **COMMENTS FROM THE COUNCIL**

14. **ADJOURNMENT**

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

## **SEASIDE LIBRARY BOARD**

**(Meetings are scheduled the first Tuesday of each month at 4:00 PM)**

The Seaside Public Library Board acts in an advisory capacity to the Library Director and Seaside Public Library on behalf of Seaside City Council regarding the operations of the City Library. The Seaside Public Library Board advises the Library Director on matters that relate to library services, policies, and funding. The Seaside Library Board shall approve bylaws, recommend library policies to the city council, follow Oregon's open meetings law and public records laws, build a good community support for the library's services, while actively listening and responding to the community requests for library services.

The board consists of five members appointed by the Mayor subject to City Council approval. The Seaside Public Library is advised by the library board. All terms of office shall be four years beginning on December 31<sup>st</sup>, and no member shall hold office for more than two full consecutive terms.

The board shall meet at least once a month in the library at a designated time and special sessions may be called by the chair of the board should the chair deem it necessary.

The board shall elect a chairman and vice-chair at the beginning of each serving year, and in the absence of the chairman, the vice chair shall assume the duties of the chairman. The board, should it so desire, may appoint the librarian as secretary to the board to take minutes and to keep a record of its actions.

The members shall serve without salary or compensation for services rendered.

## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** November 22, 2021  
  
**Name:** **Catriona Penfield**  
**Gloria Linkey**  
  
**Commission/Committee:** Library Board  
  
**Resignation Date:** **Penfield - Served Two Terms**  
**Linkey – Resignation Letter**  
  
**Term Expiration Date:** **December 31, 2021**  
  
**Wants to be considered again:** **Penfield - N/A Served Two Terms**  
**Linkey – No Resigned**
2. **Applicants:**  
Tess Ratty (If appointed would like two year term)
3. **Nominations:**
4. **Appointment:**

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

CITY OF SEASIDE

\* Not nominated

Interest Form for Committee/Commission/Board Vacancies

No interview per Mayor

PLEASE RETURN TO CITY HALL BY: [REDACTED]

NAME RATTY, TESS PHONE 503, 738-5055

ADDRESS 89637 LAKESIDE CT., WARRENTON, OR 97146 - SURF PINES

MAIL ADDRESS (DIFFERENT THEN ABOVE)

LENGTH OF TIME IN SEASIDE SURF PINES - 8 YRS

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes [ ] No [X] REG. VOTER IN CLATSOP COUNTY

OCCUPATION RETIRED

PAST OCCUPATIONS - CO-OWNER, MEDIA WEST - A COMMERCIAL VIDEO PRODUCTION CO.

- ADVERTISING MENSWEAR MGR. - BENDLETON WOODEN MILLS

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

List committee/commissions you are currently appointed to: SEASIDE LIBRARY ARTS COMMITTEE

List fields in which you have interest or ability: SUPPORTING + ENCOURAGING COMMUNITY LIBRARY'S + THE ARTS IN SEASIDE + SURROUNDING AREAS, THROUGH SERVICE, LISTENING + WORKING TOWARD GOALS.

List employment and volunteer activities, which may relate to service on committee/commissions: SEASIDE ANNUAL AUTHOR'S FAIR - VOLUNTEER SMART LITERACY READING PROGRAM - VOLUNTEER FRIENDS OF SEASIDE LIBRARY - BOOKSTORE VOLUNTEER + MEMBER LIST MANAGER SEASIDE LIBRARY ARTS COMMITTEE: HELPED DEVELOP MISSION STMT, AGENDA + GUIDELINES + COORDINATE SEASIDE LIBRARY ART EXHIBITS

List skills and special knowledge that you may have acquired from these activities: OVER YEARS, ITS BEEN AN HONOR TO SERVE ON MANY BOARDS, COMMISSIONS + COMMITTEE'S & GAIN EXPERIENCE, SKILLS + SPECIAL KNOWLEDGE IN: DEVELOPING LONG RANGE PLANNING, BUDGETS, MARKETING PLANNING, WORKING WITH AND RECRUITING VOLUNTEERS, PROBLEM SOLVING, COORDINATING FUNDRAISING + COMMUNITY EVENTS + GROWTH + PROGRAM EXPANSION.

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

Table with 4 columns: NAME, RELATIONSHIP, ADDRESS, PHONE. Includes references for Jon Burke, Karen Emmerling, and Nancy Taggart.

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 12-13-21 SIGNATURE TESS RATTY

**Tess Ratty :**

**Seaside Library Board application information.**

**Current/Past Boards, Commissions, Committees and Volunteer:**

**Seaside Friends of the Library:** Member (7 years), Book Store Volunteer, Member List Manager, Seaside Friends of the Library Newsletter 'Cosmos', story contributor (End of Year Art Review).

**Seaside Library Arts Committee:** Member (3 ½ years), Develop Mission Statement, Guidelines, Conduct Meetings, Coordinate Seaside Library Art Exhibits with library staff, community artists, photographers, Seaside High School, local youth, Astoria Fiber Arts Academy, local quilters.

**Seaside Annual Authors Fair:** Volunteer

**Media West Producers of Visual Communications, Beaverton, OR:** Co-owner with husband Brian Ratty. In addition to running our daily video production business, we partnered with many local non-profit organizations, schools and church's donating: consulting, marketing, design, location and studio photography, scripts and producing visual products for their promotion.

**Beaverton Arts Commission:** President, Board Member, Oregon Arts Commission representative, Coordinate Beaverton Library Art Exhibits, Council of Presidents.

**Beaverton Vision Conference:** Library Planning participant

**Parry Center for Children:** Board of Trustees, Executive Board Secretary, Finance Committee

**Northwest Pilot Project:** Board Member

**Metro Public Art Advisory Member:** Oregon Convention Center Public Art Committee Member

**Kiwanis Operation Drug Alert:** Design consultant

**SMART Literacy Program:** Volunteer

**Education Service District:** Volunteer

**First Baptist Church, Portland, OR:** Diaconate Board, Worship Committee, Finance Committee

**North Coast Family Fellowship, Seaside, OR:** Office and 'On Call' Volunteer ☺

**Surf Pines:** Community Volunteer



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## LIBRARY BOARD

Term of Office: 4 years

Number of Members: 5

| <u>NAME</u>        | <u>ADDRESS</u>              | <u>PHONE</u> | <u>TERM EXPIRES</u> |
|--------------------|-----------------------------|--------------|---------------------|
| (VACANCY) PENFIELD |                             |              | 12/31/2021          |
| EVE MARX           | 2356 S. DOWNING ST.         | 914-588-7051 | 12/31/2022          |
| KATHLEEN TEEPLE    | 33230 BEERMAN CREEK<br>LANE | 738-3155     | 12/31/2023          |
| (VACANCY) LINKEY   |                             |              | 12/31/2024          |
| CHERYL ADAMSCHECK  | 3345 BAYVIEW TERRACE        | 206-434-2216 | 12/31/2024          |

\*CHAIR

## **SEASIDE CITY TREE BOARD**

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

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

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

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

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

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



**COMMITTEE/COMMISSION APPOINTMENT**

1. **Date Council Notified:** **March 17, 2021**  
**Name:** **Arnold Olsen**  
**Commission/Committee:** **City Tree Board Committee**  
**Resignation Date:** **March 17, 2021**  
**Term Expiration Date:** **June 30, 2021**  
**Wants to be considered again:** **No**

2. **Applicants:**

3. **Nominations:**

4. **Appointment:**



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ALL-YEAR  
RESORT

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

## CITY TREE BOARD

Term of Office: 3 years

Number of Members: 5

| <u>NAME</u>     | <u>ADDRESS</u>              | <u>PHONE</u> | <u>TERM EXPIRES</u>  |
|-----------------|-----------------------------|--------------|----------------------|
| (VACANCY) OLSEN |                             |              | 6/30/2021            |
| JOHN CARTER     | PO BOX 679                  | 738-4387     | 6/30/2022            |
| PAM FLEMING     | 1255 AVENUE 'B'             | 738-5637     | 6/30/2023            |
| DAN STARK       | 802 25 <sup>TH</sup> AVENUE | 440-0415     | 6/30/2023            |
| WILLIAM BARNES  | 2070 COOPER ST.             | 503-739-2118 | 6/30/2024            |
| DALE MCDOWELL   | 1387 AVENUE 'U'             | 738-5112     | STAFF REPRESENTATIVE |

## **SEASIDE BUDGET COMMITTEE**

**(Meetings are held in April and May of each year)**

The Seaside Budget Committee meets publicly to review the budget documents as proposed by the budget officer. The budget committee receives the budget and budget message and provides an opportunity for the public to ask questions about and comment on the budget. The committee also approves a budget, and, if ad valorem property taxes are required, approves an amount or rate of tax for all funds that receive property taxes.

The budget committee is composed of the governing body and an equal number of electors appointed by the governing body. All members of the budget committee have equal authority. An elector is a qualified voter who has the right to vote for the adoption of any measure. If the governing body cannot find a sufficient number of electors who are willing to serve, those who are willing and the governing body become the budget committee.

Applicants for the Budget Committee need to be registered voters of the City of Seaside for at least one year prior to serving on the Committee. The appointive members of the budget committee cannot be officers, agents or employees of the local government. Spouses of officers, agents or employees of the local government are not barred from serving on the budget committee if they are qualified electors and not themselves officers, agents, or employees. Appointive members of the budget committee are appointed for three-year terms.

The committee shall elect a presiding officer from among the members at the first meeting. No member of the budget committee may receive any compensation for their services as a member of the committee.

## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** November 22, 2021  
**Name:** George Stacey  
**Commission/Committee:** Budget Committee  
**Resignation Date:** Stacey – Lives in Portland  
**Term Expiration Date:** December 31, 2021  
**Wants to be considered again:** Stacey – N/A
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



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989 BROADWAY  
SEASIDE, OREGON 97138  
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## BUDGET COMMITTEE

Term of Office: 3 years

Number of Members: 14 (Includes City Council)

| <u>NAME</u>       | <u>ADDRESS</u>       | <u>PHONE</u> | <u>TERM EXPIRES</u> |
|-------------------|----------------------|--------------|---------------------|
| (VACANCY) STACEY  |                      |              | 12/31/2021          |
| LES MCNARY        | 1624 S. FRANKLIN     | 738-0759     | 12/31/2022          |
| KATHLEEN PETERSON | 1640 HUCKLEBERRY DR. | 440-5543     | 12/31/2022          |
| JAMES SHIPLEY     | 284 ALPINE ST.       | 717-0392     | 12/31/2023          |
| REBECCA BUCK      | P O BOX 1152         | 738-3045     | 12/31/2023          |
| NANCY MCCUNE      | 822 NECANICUM #101   | 503-260-8905 | 12/31/2023          |
| ROBERT PERKEL     | 2039 HUCKLEBERRY DR. | 971-320-0008 | 12/31/2024          |

## **SEASIDE PLANNING COMMISSION**

**(Meetings are scheduled the first and third Tuesday of every month at 6:00 PM)**

The purpose of the Seaside Planning Commission is to recommend and make suggestions to the 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 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.

The commission consists of seven members who are not officials or employees of the city and who 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. A Planning Commissioner's term of office shall commence on the first day of November of the first year of his or her term.

Each year, at the first Committee meeting in November, 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.

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.

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 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.)

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

**COMMITTEE/COMMISSION APPOINTMENT**

- 1. Date Council Notified:**                    **October 11, 2021**

**Name:**    **Teri Carpenter**

**Commission/Committee:**                    **Planning Commission**

**Resignation Date:**                            **September 29, 2021**

**Term Expiration Date:**                      **November 1, 2024**

**Wants to be considered again:**            **Lives Outside City Limits**

- 2. Applicants:**  
**Anita D. Ruth – Nominated November 22, 2021**  
**Brandon Kraft – Nominated November 22, 2021**

- 3. Nominations:**

- 4. Appointment:**

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

CITY OF SEASIDE  
Interest Form for Committee/Commission/Board Vacancies

Nominated  
11/22/2021

NAME RUTH ANITA D. PHONE 720, 601-3272  
Last First

ADDRESS 2954 KEEPSAKE DRIVE SEASIDE, OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) \_\_\_\_\_

BUSINESS ADDRESS (IF APPLICABLE) \_\_\_\_\_

EMAIL ADDRESS anitadruthe@yahoo.com

LENGTH OF TIME IN SEASIDE 15 mos ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION RETIRED FROM STARBUCKS COFFEE CO. GLOBAL REAL ESTATE CONTRACTS

PAST OCCUPATIONS GLOBAL REAL ESTATE TRANSACTIONS, CORPORATE FINANCE, RETAIL PROCUREMENT AND SALES & MANAGEMENT

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

List committee/commissions you are currently appointed to: NONE

List employment and volunteer activities, which may relate to service on committee/commissions:  
IN ADDITION TO ABOVE, UNITED WAY OF KING COUNTY, HABITAT FOR HUMANITY, PROVIDENCE HOSPICE, OPERATION CROSSROADS AFRICA COMMUNITY DEVELOPMENT - TANZANIA

List skills and special knowledge that you may have acquired from these activities:  
COMMUNICATION AT ALL LEVELS, ABILITY TO ENGAGE GLOBALLY, PLANNING, FINANCIAL ANALYSIS, ALTERNATIVE STRATEGIES, RELATIONSHIP BUILDING

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       |
|-----------------|---------------------------------|-----------------|-------------|
| * MARK MAROON   | FORMER BUSINESS COLLEAGUE       |                 |             |
| ** LARRY CONNER | PERSONAL REFERENCE              | OREGON RESIDENT | → 30+ YEAR! |
| ROBIN MONTERO   | NEIGHBOR AND BUSINESS ASSOCIATE |                 |             |

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. TANK YOU

DATE 11-10-2021 SIGNATURE Anita D. Ruth



PLEASE NOTE: MARK MAROON WILL BE UNAVAILABLE 12/2 THRU 12/15

\* MARK MAROON, PRACTICING ATTORNEY FOR 33 YEARS  
5308 SW GENESEE ST. SEATTLE, WA 98116  
206-384-5075

MARK WAS EMPLOYED ~~AS STARBUCKS~~ AS STARBUCKS LEGAL COUNSEL  
FROM 2006 - 2018. MARK WAS ONE OF THE PROMINENT ATTORNEYS  
I WORKED WITH ON REAL ESTATE CONTRACTS FOR NEW STORES,  
RELOCATIONS AND EXPANSIONS

\* \* LARRY CONNER - LICENSED PROFESSIONAL COUNSELOR  
MALPC

12668 SW WINTERVIEW DR.

TIGARD, OR 97224

I HAVE HAD A PERSONAL FRIENDSHIP WITH LARRY FOR 20 YEARS  
LARRY HAS BEEN AN OREGON RESIDENT FOR OVER 30 YEARS

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

*nominated*  
*11/22/2021*

NAME KRAFT BRANDON PHONE 503 / 984-2455  
Last First

ADDRESS 760 S EDGEWOOD ST, SEASIDE, OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) \_\_\_\_\_

BUSINESS ADDRESS (IF APPLICABLE) \_\_\_\_\_

EMAIL ADDRESS BRANDONK@LAMHOTELS.COM

LENGTH OF TIME IN SEASIDE 7 YEARS ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION HOTEL OWNER/OPERATOR

PAST OCCUPATIONS HOTEL OPERATOR FOR 16 YEARS

List committee/commissions on which you would like to serve: PLANNING COMMISSION (Preferred)  
Transportation Advisory Committee

List committee/commissions you are currently appointed to: \_\_\_\_\_

List employment and volunteer activities, which may relate to service on committee/commissions:  
CHAMBER BOARD PRESIDENT ORLA NORTH COAST LEADERS TEAM  
ASTORIA AIRPORT COMMITTEE (2 YEARS) HOTEL OPERATIONS

List skills and special knowledge that you may have acquired from these activities:  
Analyzing information, group discussion, goal setting, building code exposure,  
tourism challenges forecasting, budgeting

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        |
|-------------------|------------------|-----------------------|--------------|
| Brian Owen        | Friend/Colleague | Seaside Chamber       | 971-241-9319 |
| Torre Morgal      | Business Partner | 15924 Quarry Road, La | 503-887-0280 |
| Henry Balenseifer | Friend/Colleague | City of Warrenton     | 971-606-0293 |

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 11/9/2021 SIGNATURE 



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## PLANNING COMMISSION

Term of Office: 4 years

Number of Members: 7

| <u>NAME</u>                | <u>ADDRESS</u>                   | <u>PHONE</u> | <u>TERM EXPIRES</u> |
|----------------------------|----------------------------------|--------------|---------------------|
| CHRISTOPHER ROSE           | 930 13 <sup>TH</sup> AVENUE      | 503-440-0764 | 11/01/2021          |
| SETH MORRISEY              | 2220 N. FORK RD.<br>(PO BOX 333) | 503-440-2138 | 11/01/2022          |
| JON WICKERSHAM             | 780 6TH AVENUE                   | 503-440-4816 | 11/01/2022          |
| ROBIN MONTERO              | 2471 SUNSET BLVD.                | 206-852-1810 | 11/01/2023          |
| LOUIS NEUBECKER            | 1859 BROADWAY                    | 717-0153     | 11/01/2023          |
| <b>(VACANCY)</b> CARPENTER |                                  |              | 11/01/2024          |
| KATHY KLECZEK              | 2080 ALDERCREST                  | 503-440-3232 | 11/01/2024          |

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

\*CHAIR

\*\*VICE CHAIR

## **SEASIDE PARKS ADVISORY COMMITTEE**

**(Meetings are scheduled the first Thursday of every month at 6:00 PM)**

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

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

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

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

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

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

## **COMMITTEE/COMMISSION APPOINTMENT**

- 1. Date Council Notified:**                    **September 13, 2021**

**Name:**    **Mathew Stolberg**

**Commission/Committee:**                **Parks Advisory Committee**

**Resignation Date:**                        **Does not live in City Limits**

**Term Expiration Date:**                **March 31, 2022**

**Wants to be considered again:**        **No**

- 2. Applicants:**  
**Noah Dolinajec – Nominated November 22, 2021**

- 3. Nominations:**

- 4. Appointment:**

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

CITY OF SEASIDE  
Interest Form for Committee/Commission/Board Vacancies

*Nominated  
11/22/2021*

NAME Noah Dolinajec PHONE 503 /717 1458  
Last First

ADDRESS 819 Glasgow Ave, Astoria, OR

MAIL ADDRESS (DIFFERENT THEN ABOVE) 1115 Broadway Ave, Seaside, OR

BUSINESS ADDRESS (IF APPLICABLE) \_\_\_\_\_

EMAIL ADDRESS necanicumwatershed@gmail.com

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

OCCUPATION Executive Director - Necanicum Watershed Council

PAST OCCUPATIONS Project Coordinator - Birds with Fish

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

List committee/commissions you are currently appointed to: \_\_\_\_\_

List employment and volunteer activities, which may relate to service on committee/commissions:  
Coordination for Birds with Fish Competitive athlete for 15 years  
Volunteer researcher for USFWS Director of Necanicum WC

List skills and special knowledge that you may have acquired from these activities:  
I have in depth knowledge of both ecological factors in anthropogenically utilized areas and  
community engagement and involvement in conservation and outdoor education.

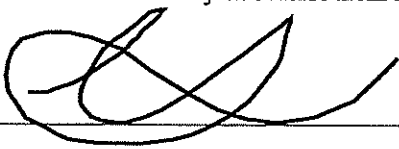
Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes  No  If yes, what offense? \_\_\_\_\_

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        |
|----------------|----------------|---------|--------------|
| Joyce Hunt     | Board Co-Chair |         | 503-739-1825 |
| Keith Chandler | Board member   |         | 503-440-4040 |
| Angela Benton  | Professional   |         | 571-455-3522 |

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 10/28/2021 SIGNATURE 



# CITY of SEASIDE

OREGON'S  
F A M O U S  
A L L - Y E A R  
R E S O R T

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

## PARKS ADVISORY COMMITTEE

Term of Office: 3 years  
Number of Members: 7

Chairperson\*  
Vice Chairperson\*\*  
Secretary\*\*\*

| <u>NAME</u>          | <u>ADDRESS</u>           | <u>PHONE</u> | <u>TERM EXP.</u>   |
|----------------------|--------------------------|--------------|--|
| PAM BIERLY***        | 120 12TH AVENUE          | 738-8107     | 3/31/2022  |
| (VACANCY) STOLBERG   |                          |              | 3/31/2022  |
| MARY BLAKE           | 1668 Whispering Pines    | 717-3810     | 3/31/2023  |
| WILLIAM MONTERO      | 2471 SUNSET BLVD.        | 206-250-5919 | 3/31/2023  |
| DAFFNE MEJIA ALVAREZ | 1610 SPRUCE DR. APT. 'F' | 503-739-0926 | 3/31/2023  |
| MICHAEL HINTON       | 1015 S. IRVINE PL.       | 738-5748     | 3/31/2024  |
| NANCY HOLMES*        | 1520 COOPER ST.          | 717-1614     | 3/31/2024  |
| TOM HORNING          | 808 26TH AVENUE          | 738-5770     | <a href="mailto:horning@pacifier.com">horning@pacifier.com</a>             |
| DALE MCDOWELL        | 1387 AVENUE 'U'          | 738-5112     | <a href="mailto:dmcdowell@cityofseaside.us">dmcdowell@cityofseaside.us</a> |

## **SEASIDE AIRPORT COMMITTEE**

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

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

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

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

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

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

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

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



**COMMITTEE/COMMISSION APPOINTMENT**

**1. Date Council Notified: August 9, 2021**

**Name: Teri Carpenter**

**Commission/Committee: Seaside Airport Committee**

**Resignation Date: July 27, 2021 – Verbally at Airport meeting**

**Term Expiration Date: June 30, 2022**

**Wants to be considered again: No**

**2. Applicants:**

**3. Nominations:**

**4. Appointment:**



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## AIRPORT COMMITTEE

Term of Office: 3 years

Number of Members: 7

| <u>NAME</u>                  | <u>ADDRESS</u>                           | <u>PHONE</u> | <u>TERM EXPIRES</u> |
|------------------------------|--|--------------|---------------------|
| JOYCE HUNT                   | 510 13TH AVENUE                          | 503-739-1825 | 6/30/2022           |
| <b>(VACANCY) CARPENTER**</b> |  |              | 6/30/2022           |
| RANDALL HENDERSON*           | 89066 OCEAN DRIVE<br>WARRENTON, 97146    | 503-577-6153 | 6/30/2023           |
| ROY BENNETT                  | 2026 FERNWOOD ST.                        | 738-4102     | 6/30/2023           |
| BRUCE FRANCIS                | 90250 SHORE LINE DR.<br>WARRENTON, 97146 | 440-0033     | 6/30/2024           |
| DIANNE WIDDOP                | PO BOX 2116<br>GEARHART, 97138           | 440-0358     | 6/30/2024           |
| JESSE TAYLOR***              | 2041 ALDERCREST ST.                      | 440-7564     | 6/30/2024           |
| DALE MCDOWELL                | 1387 AVENUE 'U'                          | 738-5112     | Public Works        |
| RANDY FRANK                  | 454 HIGHLAND DR.                         | 440-3090     | City Council        |

\*Chair

\*\*Vice Chair

\*\*\*Secretary

## **SEASIDE CIVIC AND CONVENTION CENTER COMMISSION**

**(Meetings are scheduled the second Thursday of every month at 5:00 PM)**

The purpose of the Seaside Convention Center Commission is to be an advisory body to make recommendations to the City Council on matters concerning the Civic and Convention Center. The Commission shall make recommendations concerning policy matters related to the Civic Convention Center. The Civic and Convention Center Commission shall advise the Convention Center Manager, City Manager and City Council on all items relating to the operation of the Civic and Convention Center including but not limited to: Contracts; Building Improvements; Employment of Civic and Convention Center Manager; Rentals; and Budget.

The commission consists of seven members who are not employees of the city and shall be residents, or owners or employees of businesses within the city limits of Seaside.

Each year, at the first Commission meeting in November, the members shall appoint one of their members as Chairperson and one as Vice-Chairperson. The center manager shall serve as Secretary to the Civic and Convention Center Commission.

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

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

## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** September 13, 2021  
  
**Name:** Jeff Kilday  
Patrick Duhachek  
  
**Commission/Committee:** Convention Center Commission  
  
**Resignation Date:** Duhachek and Kilday – October 25, 2021  
  
**Term Expiration Date:** October 25, 2021  
  
**Wants to be considered again:**

|                 |           |
|-----------------|-----------|
| <b>Duhachek</b> | <b>No</b> |
| <b>Kilday</b>   | <b>No</b> |
  
2. **Applicants:**  
Alyse Morrison – Nominated October 11, 2021  
Brent Solari – Not nominated  
Brian Owen – Not nominated
  
3. **Nominations:**
  
4. **Appointment:**

- Nominated - Oct 11, 2021

**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 Morrison Nysse PHONE 503, 440-7473  
Last First

ADDRESS 1040 Downing St #B Seaside, OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) \_\_\_\_\_

BUSINESS ADDRESS (IF APPLICABLE) 34 W Holladay Dr Seaside, OR

EMAIL ADDRESS Nyssem@LamHotels.com / cptnmembear@gmail

LENGTH OF TIME IN SEASIDE 4 yrs ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION Assistant General Manager

PAST OCCUPATIONS Housekeeper

List committee/commissions on which you would like to serve: Improvement Commission  
City Council / Convention Center Commission

List committee/commissions you are currently appointed to: Ø

List employment and volunteer activities, which may relate to service on committee/commissions:  
Aliaa Inn Express / Seaside High School  
Assistant General Manager

List skills and special knowledge that you may have acquired from these activities:  
Managerial Skills / Communication / Maintenance  
City finances

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>Barbara Krast</u>  | <u>Regional MGR</u> |         | <u>503-989-2955</u> |
| <u>Teresa Simplot</u> | <u>General MGR</u>  |         | <u>515-210-5901</u> |
| <u>Michael Riggs</u>  | <u>Friend</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 \_\_\_\_\_ SIGNATURE \_\_\_\_\_

**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

Not nominated  
yet - Received  
11/24/2021

NAME Solari Brent PHONE 1 503-827-8398  
Last First

ADDRESS 925 NW Hoyt Street #223, Portland, OR 97209

MAIL ADDRESS (DIFFERENT THEN ABOVE) \_\_\_\_\_

BUSINESS ADDRESS (IF APPLICABLE) \_\_\_\_\_

EMAIL ADDRESS Brentsolari@gmail.com

LENGTH OF TIME IN SEASIDE 16 yrs ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION Social Worker

PAST OCCUPATIONS \_\_\_\_\_

List committee/commissions on which you would like to serve: Convention Center Commission  
Homelessness Think Tank

List committee/commissions you are currently appointed to: \_\_\_\_\_

List employment and volunteer activities, which may relate to service on committee/commissions:  
Regional Social Work Manager - Providence. MACAC Portland Area Hospital Assoc  
Washington County Commission Child/Family

List skills and special knowledge that you may have acquired from these activities:  
experience applying administrative Rules to develop community programs  
Ability to work with a diverse group, generate passion for ideas

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) 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>Malcom Rooke</u>  | <u>Friend</u>     | <u>315 4th Ave, Seaside</u>           | <u>503-739-0601</u>       |
| <u>Pete Pelzotto</u> | <u>Friend</u>     | <u>5126 N. Maryland Ave, Portland</u> | <u>503-287-5109</u>       |
| <u>Inga Giske</u>    | <u>Supervisor</u> | <u>13215 SW Edward St, Beaverton</u>  | <u>97005 917-544-1653</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 11-24-21 SIGNATURE Brent Solari

**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

Application received  
12/1/2021  
Not nominated

NAME Owen, Brian J. PHONE 971241-9319  
Last First

ADDRESS PO Box 132, Seaside, Or. 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) \_\_\_\_\_

BUSINESS ADDRESS (IF APPLICABLE) \_\_\_\_\_

EMAIL ADDRESS Brian.J.Owen@outlook.com

LENGTH OF TIME IN SEASIDE 9 years ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION CEO, Seaside Chamber of Commerce

PAST OCCUPATIONS Marketing for Tico Title \_\_\_\_\_

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

List committee/commissions you are currently appointed to: \_\_\_\_\_

List employment and volunteer activities, which may relate to service on committee/commissions:  
Seaside Chamber Board of Directors for CEDR/SBDC  
Seaside Rotary Seaside School Board

List skills and special knowledge that you may have acquired from these activities:  
My unique connection with our local business and traveling public helps me understand current trends and see growth potential.  
Goal Setting, Leadership, volunteerism, Flexibility, Teamwork, and Critical Thinking.

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        |
|--------------|--------------|---------|--------------|
| Ruth Swenson | Friend       |         | 503-738-6273 |
| Andrew Stein | Friend       |         | 503-780-6990 |
| Joey Daniels | Friend       |         | 503-440-6552 |

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 Nov. 30/2021 SIGNATURE Brian J Owen



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## CONVENTION CENTER COMMISSION

Term of Office: 4 years

Number of Members: 7

| <u>NAME</u>        | <u>ADDRESS</u>    | <u>PHONE</u> | <u>TERM EXPIRES</u> |
|--------------------|-------------------|--------------|---------------------|
| (VACANCY) KILDAY   |                   |              | 10/25/2021          |
| (VACANCY) DUHACHEK |                   |              | 10/25/2021          |
| NANCY MCCUNE**     | PO Box 315        | 503-260-8905 | 10/25/2022          |
| TIM TOLAN          | PO BOX 911        | 738-3802     | 10/25/2022          |
| ROGER SCHULTZ      | 2481 VENICE BLVD. | 738-5641     | 10/25/2024          |
| ERIK MARSTON       | 2472 NEAWANNA     | 503-739-2057 | 10/25/2024          |
| SHAUN WAGNER       | 300 N. PROM       | 440-1911     | 10/25/2025          |

\*CHAIR

\*\*VICE CHAIR



## **TRANSPORTATION ADVISORY COMMISSION**

**(Meetings are scheduled the third Thursday of every month at 6:00 PM)**

The purpose of 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.

The Commission shall consist of five members who are not 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.

All members shall serve for a term of four years. Any portion of a term exceeding one-half the period of the term shall be considered a term.

Each year in January, the first meeting of the Commission, the members shall appoint one of their members as Chairperson and one as Vice-Chairperson. City staff shall serve as Secretary to the Transportation Advisory Commission. Minutes of all meetings will be filed with the City Council.

The commission shall hold a regular meeting at least once each month of the calendar year. The meeting shall be open to the public and legally noticed.

## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** September 13, 2021  
**Name:** Matthew Stolberg  
**Commission/Committee:** Transportation Advisory Commission  
**Resignation Date:** Stolberg – Lives outside City Limits  
**Term Expiration Date:** October 1, 2024  
**Wants to be considered again:** No

2. **Applicants:**

3. **Nominations:**

4. **Appointment:**



# CITY of SEASIDE

OREGON'S  
F A M O U S  
A L L - Y E A R  
R E S O R T

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

## TRANSPORTATION ADVISORY COMMISSION

Term of Office: 4 years  
Number of Members: 5

Chairperson\*  
Vice Chairperson\*\*

| <u>NAME</u>        | <u>ADDRESS</u>              | <u>PHONE</u> | <u>TERM EXP.</u> |
|--------------------|-----------------------------|--------------|------------------|
| BEN OLSON**        | 2025 MAPLE ST.              | 503-738-2956 | 10/01/2022       |
| TERRY HARTILL*     | 85208 HWY 101               | 503-738-7108 | 10/01/2023       |
| VINEETA LOWER      | 815 6TH AVENUE              | 503-621-6588 | 10/01/2023       |
| (VACANCY) STOLBERG |                             |              | 10/01/2024       |
| ADAM WOOD          | 1581 WHISPERING PINES DR.#5 | 541-260-3200 | 10/01/2024       |
| DALE MCDOWELL      | 1387 AVENUE 'U'             | 503-738-5112 | Public Works     |

## RESOLUTION #3994

### A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AMENDING AND RESTATING RESOLUTION #3970, AUTHORIZING THE EXECUTION AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS AND ONE OR MORE FULL FAITH AND CREDIT FINANCING AGREEMENTS FOR THE PURPOSE OF REFINANCING OUTSTANDING OBLIGATIONS OF THE CITY AND TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER SYSTEM; DESIGNATING AN AUTHORIZED REPRESENTATIVE, FINANCIAL ADVISOR AND SPECIAL COUNSEL; AND RELATED MATTERS

#### RECITALS:

- A. On September 28, 2020, the City adopted Resolution No. 3970 authorizing the refunding of the Loans (defined below). The City desires to amend and restate Resolution No. 3970 to authorize the financing of the New Money Project (defined below), in addition to the refunding of the Loans.
- B. The City of Seaside, Oregon (the "City") is authorized pursuant to the Constitution and the laws of the State of Oregon, namely Oregon Revised Statutes ("ORS") Sections 271.390 and 287A.315 to (1) enter into financing agreements to finance real and personal property the City determines is needed, (2) pledge its full faith and credit and taxing power in connection with such financing agreements, and (3) pay the costs of issuance of such financing agreements.
- C. The Charter of the City does not (1) prohibit the City from entering into a financing agreement and pledging its full faith and credit as security for the financing agreement, nor (2) require a non-appropriation clause to be included in the financing agreement.
- D. The City has determined that the acquisition, design, construction, installation and equipping of certain capital improvements to the City's wastewater system is needed (the "New Money Project").
- E. The City desires to authorize the issuance and sale of not to exceed \$5,000,000 in aggregate principal amount of full faith and credit obligations (the "New Money Obligations") to finance the New Money Project and pay costs of issuance of the New Money Obligations.
- F. ORS Sections 271.390 and 287A.360 authorize the issuance of obligations to currently refund outstanding obligations. The City of Seaside, Clatsop County, Oregon (the "City") is advised it may be desirable to refund all or a portion of the City's outstanding General Obligation Water Bonds, Series 2007 (the "Series 2007 Bonds"), Wastewater Revenue Bonds, Series 2011 (the "Series 2011 Bonds"), and Full Faith and Credit Refunding Obligations, Series 2012 (the "Series 2012 Obligations").
- G. On or about January 23, 2007, the City issued the Series 2007 Bonds in the original principal amount of \$4,650,000 to finance the construction of a water storage tank located next to the City's water treatment facility. The Series 2007 Bonds may be prepaid without penalty, in whole or in part, at any time on or after January 1, 2018.

- H. On or about September 27, 2011, the City issued the Series 2011 Bonds in the original principal amount of \$5,000,000 to finance the construction of improvement to the City's wastewater system. The Series 2011 Bonds may be prepaid without penalty, in whole or in part, at any time on or after July 1, 2021.
- I. On or about September 5, 2012, the City issued the Series 2012 Obligations in the original principal amount of \$4,455,000 to currently refund the City's outstanding Installment Water Revenue Bond, Series 1997 issued for the purpose of financing the construction of a water filtration plant and other improvements to the City's water system. The Series 2012 Obligations may be prepaid without penalty, in whole or in part, at any time on or after October 1, 2021.
- J. The City is advised refunding the Series 2007 Bonds, the Series 2011 Bonds and the Series 2012 Obligations will result in debt service savings to the City.
- K. The City desires to authorize the issuance and sale of federally taxable or tax-exempt obligations to refund the Series 2007 Bonds, the Series 2011 Bonds and the Series 2012 Obligations (collectively, the "Loans") and to pay the costs of issuance.
- L. The estimated weighted average life of the obligations financing the New Money Project and refunding the Loans will not exceed the estimated dollar weighted average life of that portion of the facilities financed with the Loans being refinanced.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF SEASIDE, CLATSOP COUNTY, OREGON RESOLVES AS FOLLOWS:**

**Section 1. Amended and Restated Resolution No. 3970.** Resolution No. 3970 is hereby amended and restated as provided herein as Resolution #3994.

**Section 2. Authorization.** The Council of the City hereby authorizes:

**A. General Obligation Refunding Bonds to Refund the Series 2007 Bonds.** The Council of the City authorizes the issuance and sale of the general obligation refunding bonds (the "General Obligation Refunding Bonds") in one or more series to refund the Series 2007 Bonds. The aggregate principal amount of the General Obligation Refunding Bonds shall be in an amount sufficient to refund the Series 2007 Bonds and pay the costs of issuance. The General Obligation Refunding Bonds may be issued as federally taxable or tax-exempt bonds, shall be issued in denominations determined by the Authorized Representative (defined below) as negotiable General Obligation Refunding Bonds of the City. The City authorizes the Authorized Representative, to determine and designate the principal amount, the dated date, interest rates, maturity dates, optional redemption dates and premiums, if any, principal serial maturities, term bond maturity or maturities, with or without premium, denominations, interest payment dates, applicable discount or premium, whether to obtain bond insurance or some other form of guaranty or security for the payment of the General Obligation Refunding Bonds, to obtain one or more ratings for the General Obligation Refunding Bonds, and such other provisions as are deemed necessary and desirable for the sale and issuance of the General Obligation Refunding Bonds and to determine if all, a portion of, or none of the Series 2007 Bonds are to be refunded.

**B. Financing Agreements to Refund Series 2011 Bonds and Series 2012 Obligations, and Finance the New Money Project.** The City authorizes the execution and delivery of one or more full faith and credit financing agreements (the "Financing Agreements") in a form satisfactory to the Authorized Representative to refund the Series 2011 Bonds and the Series 2012 Obligations (the "Refunding Financing Agreements") and finance the New Money Project (the "New Money Financing Agreement"). The aggregate principal amount of the Refunding Financing Agreements shall be in an amount sufficient to refund the Series 2011 Bonds and Series 2012 Obligations and pay costs of issuance. The aggregate principal amount of the New Money Financing Agreement shall be in an amount not to exceed \$5,000,000 to finance the New Money Project and pay the costs of issuance. The Financing Agreements may be issued as taxable and/or tax-exempt obligations. The City authorizes the Authorized Representative, to determine and designate the principal amount, the dated date, interest rates, maturity dates, optional redemption dates and premiums, if any, interest payment dates, applicable discount or premium, whether to obtain insurance or some other form of guaranty or security for the payment of the Financing Agreements, to obtain one or more ratings for the Financing Agreements, and such other provisions as are deemed necessary and desirable for the execution and delivery of the Financing Agreements and to determine if all, a portion of, or none of the Series 2011 Bonds and Series 2012 Obligations are to be refunded.

**C. Method of Sale.** As determined by the Authorized Representative: (i) the General Obligation Refunding Bonds and/or the Financing Agreements may be entered into directly with a lender (a "Private Placement"); and (ii) the General Obligation Refunding Bonds and/or obligations representing the principal amount payable under the Financing Agreement may be sold to an underwriter by negotiated or competitive sale (a "Public Offering"),

**D. Private Placement.** The General Obligation Refunding Bonds and the Financing Agreements may be entered into with a lender(s) as determined by the Authorized Representative.

**E. Public Offering.** The General Obligation Refunding Bonds and the Financing Agreements may be issued through a Public Offering. If the Finance Agreements are issued through a Public Offering, the City authorizes the issuance and sale of Full Faith and Credit Obligations (the "Obligations") which shall be issued by the escrow agent, for and on behalf of the City, representing the principal amount payable under the Financing Agreements. The Obligations may be issued in one or more series, shall be issued at a true effective rate as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The City authorizes the execution and delivery of one or more escrow agreements between the City and the escrow agent (the "Escrow Agreement"), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the City's Financing Payments under the Financing Agreements.

### **Section 3. Security.**

**A. General Obligation Refunding Bonds.** The General Obligation Refunding Bonds shall be a general obligation of the City. The full faith and credit of the City is pledged to the owners of all the General Obligation Refunding Bonds for the payment of the principal and interest on the General Obligation Refunding Bonds when due. The City shall levy annually, as provided by law, a direct ad valorem tax upon all of the taxable property within the City in sufficient amount, without limitation, to pay the principal of and interest on all the General Obligation Refunding Bonds promptly as they become due and payable.

The City covenants with the owners of the General Obligation Refunding Bonds to pledge such ad valorem taxes in sufficient amount to pay the principal of and interest on the General Obligation Refunding Bonds as they respectively become due and payable. Pursuant to ORS 310.145, the City hereby classifies the tax levy described in this section to be taxes imposed to pay the principal and interest on exempt bonded indebtedness and such taxes are not subject to the limits of sections 11 or 11b, Article XI of the Oregon Constitution. The owners of the General Obligation Refunding Bonds shall not have a lien or security interest on the property refinanced with the proceeds of the General Obligation Refunding Bonds. The City may issue additional general obligation bonds on parity with the General Obligation Refunding Bonds.

**B. Financing Agreements.** The Financing Agreements shall be a full faith and credit obligation of the City payable from the lawfully available, non-restricted funds of the City, including the unspent proceeds of the Financing Agreements, and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon.

#### **Section 4. Designation of Authorized Representative.**

The Council of the City hereby authorizes the City Manager (the “Authorized Representative”) to act as the authorized representative on behalf of the City and determine the remaining terms of the General Obligation Refunding Bonds and Financing Agreements as delegated herein.

#### **Section 5. Escrow Deposit Agreements and Escrow Agent.**

A. As determined by the Authorized Representative, the City may enter into an escrow deposit agreement for the establishment of an escrow deposit fund to which shall be deposited sufficient proceeds from the General Obligation Refunding Bonds to pay the principal of and interest on the Series 2007 which are being refunded. The Authorized Representative is authorized to designate an escrow agent to administer the escrow deposit fund and to execute the escrow deposit agreement for and on behalf of the City.

B. As determined by the Authorized Representative, the City may enter into one or more escrow deposit agreements for the establishment of an escrow deposit fund to which shall be deposited sufficient proceeds from the Financing Agreements to acquire government obligations to provide funds sufficient to pay the principal of and interest on the Series 2011 Bonds and Series 2012 Obligations which are being refunded.

The Authorized Representative is authorized to designate an escrow agent to administer the escrow deposit fund and to execute the escrow deposit agreement for and on behalf of the City.

#### **Section 6. Irrevocable Call and Redemption.**

A. The City authorizes the irrevocable call for redemption of the principal of the Series 2007 Bonds being refunded; (b) the principal of the Series 2011 Bonds being refunded; (c) the principal of the Series 2012 Obligations being refunded.

B. The call and redemption of the Series 2007 Bonds being refunded is subject to the sale and delivery of the General Obligation Refunding Bonds and the deposit into the escrow deposit fund sufficient proceeds of the General Obligation Refunding Bonds to pay the principal of and interest on the Series 2007 Bonds being refunded or to acquire government obligations in an amount sufficient to pay the principal of and interest on the Series 2007 Bonds being refunded.

C. The call and redemption of the Series 2011 Bonds and Series 2012 Obligations being refunded is subject to the sale and delivery of the respective Financing Agreements and the deposit into the escrow deposit fund sufficient proceeds of the Financing Agreements to pay the principal of and interest on the Series 2011 Bonds and the Series 2012 Obligations being refunded, or to acquire government obligations in an amount sufficient to pay the principal of and interest on the Series 2011 Bonds and Series 2012 Obligations being refunded.

**Section 7. Effect of Refunding.**

The City determines that, upon deposit into the Escrow Deposit Fund of money or government obligations in an amount calculated to be sufficient to pay the principal of and interest on the Series 2007 Bonds, Series 2011 Bonds and Series 2012 Obligations being refunded, such deposit shall fully defease the Series 2007 Bonds, Series 2011 Bonds and Series 2012 Obligations being refunded.

**Section 8. Delegation of Final Terms of the General Obligation Refunding Bonds, Financing Agreements and Additional Documents.**

The Authorized Representative is authorized, on behalf of the City, to:

A. determine the method of sale, determine the provisions of the notice of sale if sold at a competitive sale, act upon bids received, negotiate the terms of, and execute and deliver a purchase agreement if sold at a negotiated sale, and negotiate the terms of, and execute and deliver documents if privately placed with a lender;

B. establish the maturity and interest payment dates, dated dates, principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, draw-down provisions, amortization schedules, covenants, fees, denominations, whether all, a portion or none of the Loans are refunded, and all other terms under which the General Obligation Refunding Bonds, Financing Agreements and Obligations shall be issued, sold, executed, and delivered;

C. negotiate the terms and approve of the General Obligation Refunding Bonds, Financing Agreements and the Escrow Agreement, if applicable, as the Authorized Representative determines to be in the best interest of the City, and to execute and deliver the General Obligation Refunding Bonds, Financing Agreements and the Escrow Agreement;

D. deem final, approve of and authorize the distribution of any preliminary and final Official Statements to prospective purchasers of the General Obligation Refunding Bonds and Obligations;

E. determine whether the General Obligation Refunding Bonds and Obligations shall be Book-Entry certificates and to take such actions as are necessary to qualify the Obligations for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations;

F. apply for ratings for the General Obligation Refunding Bonds and Obligations and determine whether to purchase municipal bond insurance or other credit enhancement, negotiate and enter into agreements with providers of credit enhancers, and expend proceeds to pay credit enhancement fees;



G. determine if the General Obligation Refunding Bonds and Financing Agreements will be issued on a tax-exempt basis and/or a taxable basis; and all other terms of the General Obligation Refunding Bonds and Financing Agreements and approve, execute and deliver the General Obligation Refunding Bonds and Financing Agreements;

H. designate the General Obligation Refunding Bonds, Financing Agreements and the Obligations as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) if they qualify for such designation;

I. approve, execute and deliver a Tax Certificate for that portion of the General Obligation Refunding Bonds and Financing Agreements issued on a tax-exempt basis;

J. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Obligations;

K. engage the services of any professionals whose services the Authorized Representative determines are necessary or desirable, including the appointment of an escrow agent for the Obligations;

L. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the General Obligation Refunding Bonds, Financing Agreements and Obligations in accordance with this Resolution and take any other actions that the Authorized Representative determines are necessary or desirable to finance the New Money Project and refinance the Loans with the General Obligation Refunding Bonds, Financing Agreements in accordance with this Resolution; and

M. take any other actions which the Authorized Representative determines are necessary or desirable to finance the New Money Project and refinance the Loans in accordance with this Resolution.

#### **Section 9. Maintenance of Tax-Exempt Status.**

The City hereby covenants for the benefit of the Owners of the General Obligation Refunding Bonds and Financing Agreements issued on a tax-exempt basis to use the General Obligation Refunding Bonds and Financing Agreement proceeds and the facilities refinanced with such proceeds in the manner required, and to otherwise comply with all provisions of the Code, which are required so that interest paid on the General Obligation Refunding Bonds and Financing Agreements will not be includable in gross income of the Owners for federal income tax purposes. The City makes the following specific covenants with respect to the Code:

A. The City will not take any action or omit any action if it would cause the General Obligation Refunding Bonds and Financing Agreements to become “arbitrage bonds” under Section 148 of the Code.

B. The City shall operate the facilities refinanced with the tax-exempt General Obligation Refunding Bonds and Financing Agreements so that the General Obligation Refunding Bonds and Financing Agreements do not become a “private activity bond” within the meaning of Section 141 of the Code.

C. The City shall comply with appropriate Code reporting requirements.

D. The City shall pay, when due, all rebates and penalties with respect to the General Obligation Refunding Bonds and Financing Agreements which are required by Section 148(f) of the Code.

The covenants contained in this Section and any covenants in the closing documents for the General Obligation Refunding Bonds and Financing Agreements shall constitute contracts with the owners of the General Obligation Refunding Bonds and Financing Agreements, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the General Obligation Refunding Bonds and Financing Agreements.

**Section 10. Conditional Notice of Optional Redemption.**

Any notice of optional redemption to the Paying Agent or to the Owners may state that the optional redemption is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price of such General Obligation Refunding Bonds or Obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Paying Agent to affected Owners of General Obligation Refunding Bonds or Obligations as promptly as practicable upon the failure of such condition or the occurrence of such other event.

**Section 11. Defeasance.**

The City may defease the General Obligation Refunding Bonds or Obligations by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the General Obligation Refunding Bonds or Obligations to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased General Obligation Refunding Bonds or Obligations until their maturity date or any earlier redemption date. General Obligation Refunding Bonds or Obligations which have been defeased pursuant to this Resolution shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

**Section 12. Appointment of Verification Agent.**

The Authorized Representative is authorized to appoint a verification agent to confirm that the funding the Escrow Deposit Fund is sufficient to pay when due the principal and interest on the Series 2007 Bonds, Series 2011 Bonds and Series 2012 Obligations which are being refunded to the redemption date or the final maturity, as the case may be.

**Section 13. Appointment of Bond Counsel and Special Counsel.**

The City appoints Mersereau Shannon LLP to serve as Bond Counsel in connection with the issuance of the General Obligation Refunding Bonds and Special Counsel in connection with the Financing Agreement.

**Section 14. Appointment of Financial Advisor.**

The City appoints SDAO Advisory Services LLC to serve as financial advisor to the City in connection with the issuance of the General Obligation Refunding Bonds and Financing Agreement.

**Section 15. Continuing Disclosure.**

The City covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement which may be negotiated with the underwriter. Notwithstanding any other provision of this Resolution, failure by the City to comply with the Continuing Disclosure Agreement will not constitute an event of default; however, any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Certificate.

**Section 16. Preliminary and Final Official Statement.**

The City may prepare or cause to be prepared a preliminary official statement for the General Obligation Refunding Bonds or the Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement may be prepared and shall be ready for delivery to the purchasers of the General Obligation Refunding Bonds or Obligations no later than the seventh (7th) business day after the sale of the General Obligation Refunding Bonds or Obligations. When the City determines that the final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the City.

**Section 17. Closing of the General Obligation Refunding Bonds and Financing Agreement.**

The Authorized Representative is authorized to negotiate the terms and conditions of a term sheet or commitment letter in the case of a Private Placement or a purchase agreement in the case of a Public Offering. The Authorized Representative is authorized to execute the commitment letter or the purchase agreement, as the case may be, for and on behalf of the City and to execute such additional documents, including a Tax Certificate, and to perform any and all other things or acts necessary for the sale and delivery of the General Obligation Refunding Bonds, the Financing Agreement and the Obligations as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Council of the City of the City.

**Section 18. Resolution to Constitute Contract.**

In consideration of the purchase and acceptance of any or all of the General Obligation Refunding Bonds, the Financing Agreement and Obligations by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract between the City and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the General Obligation Refunding Bonds, Financing Agreement and Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference,

priority or distinction of any of such General Obligation Refunding Bonds, Financing Agreement and Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

**Section 19. Intent to Reimburse.**

It is the reasonable official intent of the City to reimburse itself for the capital expenditures associated with the New Money Project with the proceeds of the Financing Agreements in the principal amount not to exceed \$5,000,000. This declaration of official intent is given pursuant to United States Treasury Regulations Section 1.150-2.

**Section 20. Post Issuance Compliance Procedures.**

The Authorized Representative is authorized to adopt, or modify existing, procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the City.

**Section 21. Effective Date.**

This Resolution shall take effect on the date of its adoption.

This resolution is adopted by the Council of the City of Seaside, Clatsop County, Oregon this \_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEASIDE  
CLATSOP COUNTY, OREGON**

By \_\_\_\_\_  
Mayor

ATTEST:

By \_\_\_\_\_  
City Manager

RESOLUTION NO. 3970

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS AND A FULL FAITH AND CREDIT FINANCING AGREEMENT FOR THE PURPOSE OF REFINANCING OUTSTANDING OBLIGATIONS OF THE CITY; DESIGNATING AN AUTHORIZED REPRESENTATIVE, FINANCIAL ADVISOR AND SPECIAL COUNSEL; AND RELATED MATTERS.

RECITALS:

- A. Oregon Revised Statutes (“ORS”) Sections 287A.360 authorizes the issuance of obligations to currently refund outstanding obligations. The City of Seaside, Clatsop County, Oregon (the “City”) is advised it may be desirable to refund all or a portion of the City’s outstanding General Obligation Water Bonds, Series 2007 (the “Series 2007 Bonds”), Wastewater Revenue Bonds, Series 2011 (the “Series 2011 Bonds”), and Full Faith and Credit Refunding Obligations, Series 2012 (the “Series 2012 Obligations”).
- B. On or about January 23, 2007, the City issued the Series 2007 Bonds in the original principal amount of \$4,650,000 to finance the construction of a water storage tank located next to the City’s water treatment facility; and
- C. The Series 2007 Bonds may be prepaid without penalty, in whole or in part, at any time on or after January 1, 2018; and
- D. On or about September 27, 2011, the City issued the Series 2011 Bonds in the original principal amount of \$5,000,000 to finance the construction of improvement to the City’s wastewater system; and
- E. The Series 2011 Bonds may be prepaid without penalty, in whole or in part, at any time on or after July 1, 2021; and
- F. On or about September 5, 2012, the City issued the Series 2012 Obligations in the original principal amount of \$4,455,000 to currently refund the City’s outstanding Installment Water Revenue Bond, Series 1997 issued for the purpose of financing the construction of a water filtration plant and other improvements to the City’s water system; and
- G. The Series 2012 Obligations may be prepaid without penalty, in whole or in part, at any time on or after October 1, 2021; and
- H. The City is advised refunding the Series 2007 Bonds, the Series 2011 Bonds and the Series 2012 Obligations will result in debt service savings to the City; and

- I. The City now desires to authorize the issuance and sale of federally taxable or tax-exempt obligations to refund the Series 2007 Bonds, the Series 2011 Bonds and the Series 2012 Obligations (collectively, the "Loans") and to pay the costs of issuance; and
- J. The estimated weighted average life of the obligations refinancing the Loans will not exceed the estimated dollar weighted average life of that portion of the facilities financed with the Loans being refinanced.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF SEASIDE, CLATSOP COUNTY, OREGON RESOLVES AS FOLLOWS:**

**Section 1. Authorization.** The Council of the City hereby authorizes:

**A. General Obligation Refunding Bonds to Refund the Series 2007 Bonds.** The Council of the City authorizes the issuance and sale of the general obligation refunding bonds (the "General Obligation Refunding Bonds") in one or more series to refund the Series 2007 Bonds. The aggregate principal amount of the General Obligation Refunding Bonds shall be in an amount sufficient to refund the Series 2007 Bonds and pay the costs of issuance. The General Obligation Refunding Bonds may be issued as federally taxable or tax-exempt bonds, shall be issued in denominations determined by the Mayor or the City Manager (the "Authorized Representative") as negotiable General Obligation Refunding Bonds of the City. The City authorizes the Authorized Representative, to determine and designate the principal amount, the dated date, interest rates, maturity dates, optional redemption dates and premiums, if any, principal serial maturities, term bond maturity or maturities, with or without premium, denominations, interest payment dates, applicable discount or premium, whether to obtain bond insurance or some other form of guaranty or security for the payment of the General Obligation Refunding Bonds, to obtain one or more ratings for the General Obligation Refunding Bonds, and such other provisions as are deemed necessary and desirable for the sale and issuance of the General Obligation Refunding Bonds and to determine if all, a portion of, or none of the Series 2007 Bonds are to be refunded.

**B. Financing Agreement to Refund Series 2011 Bonds and Series 2012 Obligations.** The City authorizes the execution and delivery of one or more full faith and credit financing agreements (the "Financing Agreement") in a form satisfactory to the Authorized Representative. The aggregate principal amount of the Financing Agreement shall be in an amount sufficient to refinance the Series 2011 Bonds and Series 2012 Obligations and pay the costs of issuance. The Financing Agreement may be issued as a taxable and/or tax-exempt obligation. The City authorizes the Authorized Representative, to determine and designate the principal amount, the dated date, interest rates, maturity dates, optional redemption dates and premiums, if any, interest payment dates, applicable discount or premium, whether to obtain insurance or some other form of guaranty or security for the payment of the Financing Agreement, to obtain one or more ratings for the Financing Agreement, and such other provisions as are deemed necessary and desirable for the execution and delivery of the Financing Agreement and to determine if all, a portion of, or none of the Series 2011 Bonds and Series 2012 Obligations are to be refunded.

C. **Method of Sale.** The General Obligation Refunding Bonds and the Financing Agreement may be entered into directly with a lender (a "Private Placement") or the General Obligation Refunding Bonds and obligations representing the principal amount payable under the Financing Agreement may be sold to an underwriter by negotiated or competitive sale (a "Public Offering"), as determined by the Authorized Representative.

D. **Private Placement.** The General Obligation Refunding Bonds and the Financing Agreement may be entered into with a lender(s) as determined by the Authorized Representative.

E. **Public Offering.** The General Obligation Refunding Bonds and the Financing Agreement may be issued through a Public Offering. If issued through a Public Offering, the City authorizes the issuance and sale of Full Faith and Credit Obligations (the "Obligations") which shall be issued by the escrow agent, for and on behalf of the City, representing the principal amount payable under the Financing Agreement. The Obligations may be issued in one or more series, shall be issued at a true effective rate as determined by the Authorized Representative and shall mature on dates set by the Authorized Representative. The City authorizes the execution and delivery of one or more escrow agreements between the City and the escrow agent (the "Escrow Agreement"), in a form satisfactory to the Authorized Representative, pursuant to which the escrow agent shall execute the Obligations representing the principal amount payable under the Financing Agreement, and evidencing the right of the escrow agent to receive the City's Financing Payments under the Financing Agreement.

## **Section 2. Security.**

A. **General Obligation Refunding Bonds.** The General Obligation Refunding Bonds shall be a general obligation of the City. The full faith and credit of the City is pledged to the owners of all the General Obligation Refunding Bonds for the payment of the principal and interest on the General Obligation Refunding Bonds when due. The City shall levy annually, as provided by law, a direct ad valorem tax upon all of the taxable property within the City in sufficient amount, without limitation, to pay the principal of and interest on all the General Obligation Refunding Bonds promptly as they become due and payable. The City covenants with the owners of the General Obligation Refunding Bonds to pledge such ad valorem taxes in sufficient amount to pay the principal of and interest on the General Obligation Refunding Bonds as they respectively become due and payable. Pursuant to ORS 310.145, the City hereby classifies the tax levy described in this section to be taxes imposed to pay the principal and interest on exempt bonded indebtedness and such taxes are not subject to the limits of sections 11 or 11b, Article XI of the Oregon Constitution. The owners of the General Obligation Refunding Bonds shall not have a lien or security interest on the property refinanced with the proceeds of the General Obligation Refunding Bonds. The City may issue additional general obligation bonds on parity with the General Obligation Refunding Bonds.

**B. Financing Agreement.** The Financing Agreement shall be a full faith and credit obligation of the City payable from the lawfully available, non-restricted funds of the City, including the unspent proceeds of the Financing Agreement, and other funds which may be available for that purpose, including taxes levied within the restrictions of Sections 11 and 11b, Article XI of the Constitution of the State of Oregon.

**Section 3. Designation of Authorized Representative.**

The Council of the City hereby authorizes the Mayor or the City Manager (the "Authorized Representative") to act as the authorized representative on behalf of the City and determine the remaining terms of the General Obligation Refunding Bonds and Financing Agreement as delegated herein.

**Section 4. Escrow Deposit Agreement and Escrow Agent.**

**A.** The City shall enter into an Escrow Deposit Agreement for the establishment of an Escrow Deposit Fund to which shall be deposited sufficient proceeds from the General Obligation Refunding Bonds to pay the principal of and interest on the Series 2007 which are being refunded. The Authorized Representative is authorized to designate an Escrow Agent to administer the Escrow Deposit Fund and to execute the Escrow Deposit Agreement for and on behalf of the City.

**B.** The City shall enter into an Escrow Deposit Agreement for the establishment of an Escrow Deposit Fund to which shall be deposited sufficient proceeds from the Financing Agreement to acquire government obligations to provide funds sufficient to pay the principal of and interest on the Series 2011 Bonds and Series 2012 Obligations which are being refunded. The Authorized Representative is authorized to designate an Escrow Agent to administer the Escrow Deposit Fund and to execute the Escrow Deposit Agreement for and on behalf of the City.

**Section 5. Irrevocable Call and Redemption.**

**A.** The City does authorize the irrevocable call for redemption on: (a) thirty (30) days following the closing of the General Obligation Refunding Bonds, at par value the principal of the Series 2007 Bonds being refunded; (b) July 1, 2021, the earliest redemption date, at par value the principal of the Series 2012 Bonds being refunded; (c) October 1, 2021, the earliest redemption date, at par value the principal of the Series 2012 Obligations being refunded.

**B.** The irrevocable call and redemption of the Series 2007 Bonds being refunded is subject to the sale and delivery of the General Obligation Refunding Bonds and the deposit into the Escrow Deposit Fund sufficient proceeds of the General Obligation Refunding Bonds to pay the principal of and interest on the Series 2007 Bonds being refunded or to acquire government obligations in an amount sufficient to pay the principal of and interest on the Series 2007 Bonds being refunded.



C. The irrevocable call and redemption of the Series 2011 Bonds and Series 2012 Obligations being refunded is subject to the sale and delivery of the Financing Agreement and the deposit into the Escrow Deposit Fund sufficient proceeds of the Financing Agreement to pay the principal of and interest on the Series 2011 Bonds and the Series 2012 Obligations being refunded, or to acquire government obligations in an amount sufficient to pay the principal of and interest on the Series 2011 Bonds and Series 2012 Obligations being refunded.

**Section 6. Effect of Refunding.**

The City determines that, upon deposit into the Escrow Deposit Fund of money or government obligations in an amount calculated to be sufficient to pay the principal of and interest on the Series 2007 Bonds, Series 2011 Bonds and Series 2012 Obligations being refunded, such deposit shall fully defease the Series 2007 Bonds, Series 2011 Bonds and Series 2012 Obligations being refunded.

**Section 7. Advance Refunding Plan.**

The Council authorizes the preparation of an advance refunding plan and its submission to the State Treasurer for approval pursuant to ORS 287A.370.

**Section 8. Delegation of Final Terms of the General Obligation Refunding Bonds, Financing Agreement and Additional Documents.**

The Authorized Representative is authorized, on behalf of the City, to:

A. determine the method of sale, determine the provisions of the notice of sale if sold at a competitive sale, act upon bids received, negotiate the terms of, and execute and deliver a purchase agreement if sold at a negotiated sale, and negotiate the terms of, and execute and deliver documents if privately placed with a lender.

B. establish the maturity and interest payment dates, dated dates, principal amounts, capitalized interest (if any), optional and/or mandatory redemption provisions, interest rates, draw-down provisions, amortization schedules, covenants, fees, denominations, and all other terms under which the General Obligation Refunding Bonds, Financing Agreement and Obligations shall be issued, sold, executed, and delivered;

C. negotiate the terms and approve of the General Obligation Refunding Bonds, Financing Agreement and the Escrow Agreement, if applicable, as the Authorized Representative determines to be in the best interest of the City, and to execute and deliver the General Obligation Refunding Bonds, Financing Agreement and the Escrow Agreement;

D. deem final, approve of and authorize the distribution of any preliminary and final Official Statements to prospective purchasers of the General Obligation Refunding Bonds and Obligations;

E. determine whether the General Obligation Refunding Bonds and Obligations shall be Book-Entry certificates and to take such actions as are necessary to qualify the Obligations for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations;

F. apply for ratings for the General Obligation Refunding Bonds and Obligations and determine whether to purchase municipal bond insurance or other credit enhancement, negotiate and enter into agreements with providers of credit enhancers, and expend proceeds to pay credit enhancement fees;

G. determine if the General Obligation Refunding Bonds and Financing Agreement will be issued on a tax-exempt basis and/or a taxable basis; and all other terms of the General Obligation Refunding Bonds and Financing Agreement and approve, execute and deliver the General Obligation Refunding Bonds and Financing Agreement;

H. designate the General Obligation Refunding Bonds, Financing Agreement and the Obligations as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") if they qualify for such designation;

I. approve, execute and deliver a Tax Certificate for that portion of the General Obligation Refunding Bonds and Financing Agreement issued on a tax-exempt basis;

J. approve, execute and deliver a continuing disclosure certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, §240.15c2-12) for each series of Obligations;

K. engage the services of any professionals whose services the Authorized Representative determines are necessary or desirable, including the appointment of an escrow agent for the Obligations;

L. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the General Obligation Refunding Bonds, Financing Agreement and Obligations in accordance with this Resolution and take any other actions that the Authorized Representative determines are necessary or desirable to refinance the Loans with the General Obligation Refunding Bonds, Financing Agreement in accordance with this Resolution; and

M. take any other actions which the Authorized Representative determines are necessary or desirable to refinance the Loans in accordance with this Resolution.

#### **Section 9. Maintenance of Tax-Exempt Status.**

The City hereby covenants for the benefit of the Owners of the General Obligation Refunding Bonds issued on a tax-exempt basis to use the General Obligation Refunding

Bonds proceeds and the facilities refinanced with such proceeds in the manner required, and to otherwise comply with all provisions of the Code, which are required so that interest paid on the General Obligation Refunding Bonds will not be includable in gross income of the Owners of such General Obligation Refunding Bonds for federal income tax purposes. The City makes the following specific covenants with respect to the Code:

A. The City will not take any action or omit any action if it would cause the General Obligation Refunding Bonds to become "arbitrage bonds" under Section 148 of the Code.

B. The City shall operate the facilities refinanced with the tax-exempt General Obligation Refunding Bonds so that the General Obligation Refunding Bonds does not become a "private activity bond" within the meaning of Section 141 of the Code.

C. The City shall comply with appropriate Code reporting requirements.

D. The City shall pay, when due, all rebates and penalties with respect to the General Obligation Refunding Bonds which are required by Section 148(f) of the Code.

The covenants contained in this Section 5 and any covenants in the closing documents for the General Obligation Refunding Bonds and Financing Agreement shall constitute contracts with the owners of the General Obligation Refunding Bonds and Financing Agreement, and shall be enforceable by them. The Authorized Representative may enter into covenants on behalf of the City to protect the tax-exempt status of the General Obligation Refunding Bonds.

#### **Section 10. Conditional Notice of Optional Redemption.**

Any notice of optional redemption to the Paying Agent or to the Owners may state that the optional redemption is conditional upon receipt by the Paying Agent of moneys sufficient to pay the redemption price of such General Obligation Refunding Bonds or Obligations or upon the satisfaction of any other condition, and/or that such notice may be rescinded upon the occurrence of any other event, and any conditional notice so given may be rescinded at any time before payment of such redemption price if any such condition so specified is not satisfied or if any such other event occurs. Notice of such rescission or of the failure of any such condition shall be given by the Paying Agent to affected Owners of General Obligation Refunding Bonds or Obligations as promptly as practicable upon the failure of such condition or the occurrence of such other event.

#### **Section 11. Defeasance.**

The City may defease the General Obligation Refunding Bonds or Obligations by setting aside, with a duly appointed escrow agent, in a special escrow account irrevocably pledged to the payment of the General Obligation Refunding Bonds or Obligations to be defeased, cash or direct obligations of the United States in an amount which, in the opinion of an independent certified public accountant, is sufficient without reinvestment to pay all principal and interest on the defeased General Obligation Refunding Bonds or Obligations

until their maturity date or any earlier redemption date. General Obligation Refunding Bonds or Obligations which have been defeased pursuant to this Resolution shall be deemed paid and no longer outstanding, and shall cease to be entitled to any lien, benefit or security under this Resolution except the right to receive payment from such special escrow account.

**Section 12. Appointment of Verification Agent.**

The Authorized Representative is authorized to appoint a verification agent to confirm that the funding the Escrow Deposit Fund is sufficient to pay when due the principal and interest on the Series 2007 Bonds, Series 2011 Bonds and Series 2012 Obligations which are being refunded to the redemption date or the final maturity, as the case may be.

**Section 13. Appointment of Bond Counsel and Special Counsel.**

The City appoints Mersereau Shannon LLP to serve as Bond Counsel in connection with the issuance of the General Obligation Refunding Bonds and Special Counsel in connection with the Financing Agreement.

**Section 14. Appointment of Financial Advisor.**

The City appoints SDAO Advisory Services LLC to serve as financial advisor to the City in connection with the issuance of the General Obligation Refunding Bonds and Financing Agreement.

**Section 15. Continuing Disclosure.**

The City covenants and agrees to comply with and carry out all of the provisions of a Continuing Disclosure Agreement which may be negotiated with the underwriter. Notwithstanding any other provision of this Resolution, failure by the City to comply with the Continuing Disclosure Agreement will not constitute an event of default; however, any Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Continuing Disclosure Certificate.

**Section 16. Preliminary and Final Official Statement.**

The City may prepare or cause to be prepared a preliminary official statement for the General Obligation Refunding Bonds or the Obligations which shall be available for distribution to prospective purchasers. In addition, an official statement may be prepared and shall be ready for delivery to the purchasers of the General Obligation Refunding Bonds or Obligations no later than the seventh (7th) business day after the sale of the General Obligation Refunding Bonds or Obligations. When the City determines that the

final official statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the official statement not misleading in the light of the circumstances under which they are made, the Authorized Representative is authorized to certify the accuracy of the official statement on behalf of the City.

**Section 17. Closing of the General Obligation Refunding Bonds and Financing Agreement.**

The Authorized Representative is authorized to negotiate the terms and conditions of a term sheet or commitment letter in the case of a Private Placement or a purchase agreement in the case of a Public Offering. The Authorized Representative is authorized to execute the commitment letter or the purchase agreement, as the case may be, for and on behalf of the City and to execute such additional documents, including a Tax Certificate, and to perform any and all other things or acts necessary for the sale and delivery of the General Obligation Refunding Bonds, the Financing Agreement or the Obligations as herein authorized. Such acts of the Authorized Representative are for and on behalf of and are authorized by the Council of the City of the City.

**Section 18. Resolution to Constitute Contract.**

In consideration of the purchase and acceptance of any or all of the General Obligation Refunding Bonds, the Financing Agreement or Obligations by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract between the City and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the General Obligation Refunding Bonds, Financing Agreement or Obligations and the other covenants and agreements herein set forth to be performed by or on behalf of the City shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction of any of such General Obligation Refunding Bonds, Financing Agreement and Obligations over any other thereof, except as expressly provided in or pursuant to this Resolution.

**Section 19. Post Issuance Compliance Procedures.**

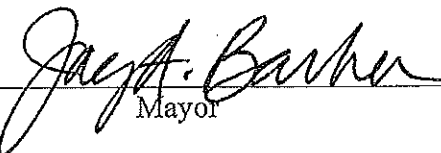
The Authorized Representative is authorized to adopt, or modify existing, procedures regarding post issuance compliance related to tax-exempt and taxable obligations of the City.

**Section 20. Effective Date.**

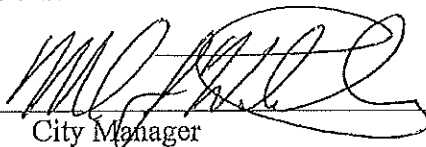
This Resolution shall take effect on the date of its adoption.

This resolution is adopted by the Council of the City of Seaside, Clatsop County, Oregon this 28<sup>th</sup> day of September, 2020.

**CITY OF SEASIDE  
CLATSOP COUNTY, OREGON**

By   
Mayor

ATTEST:

By   
City Manager

# ORDINANCE NO. 2021-06

## AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, ADDING CHAPTER 102 TO THE CODE OF SEASIDE, ESTABLISHING CAMPING REGULATIONS, DEFINITIONS, TEMPORARY CAMPING PROGRAM, PROHIBITED CAMPING, PENALTIES AND ENFORCEMENT

WHEREAS, the City Council is interested in creating a Camping Ordinance in the City of Seaside, Oregon.

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

SECTION 1: Chapter 102 of the Code of Seaside is hereby created and added to read:

### Chapter 102 CAMPING REGULATIONS

#### 102.01 Title and purpose.

The title of this chapter shall be known as the "City of Seaside, Oregon, camping regulations." The purpose of this chapter is to protect the safety of citizens and regulate use of publicly owned property by establishing time, manner, and place guidelines.

#### 102.02 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the content clearly indicates or requires different meaning:

- A. "Camp" or "camping" means to pitch, erect, create, use, or occupy camp facilities for the purposes of habitation, as evidenced by the use of camp paraphernalia.
- B. "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, or vehicles.
- C. "Camp paraphernalia" includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or outdoor cooking devices or utensils and similar equipment.
- D. "Campsite" means any place where one or more persons have established temporary sleeping accommodations by use of camp facilities and/or camp paraphernalia.
- E. "City manager" means the Seaside City Manager, or the city manager's designee.
- F. "Family" means two or more persons related by blood, marriage, adoption, legal guardianship, or other duly authorized custodial relationship, or not more than two unrelated adults.
- G. "Motor vehicle" has the meaning given that term in ORS 801.360.
- H. "Park areas" has the meaning all public parks in the City of Seaside.
- I. "Parking lot" means a developed location that is designated for parking motor vehicles, whether developed with asphalt, concrete, gravel, or other material.
- J. "Prohibited campsite" means any campsite:
  - (a) Described in Code of Seaside 02.03 and 102.04; or
  - (b) Not authorized under the Code of Seaside.
- K. "Public owned property" means any real property or structures owned, leased, or managed by the city or other government agency including public rights-of-way.
- L. "Public rights-of-way" has the meaning set forth in Code of Seaside 95.01.
- M. "Recreational fire" means a fire for the cooking of food, warmth, fellowship or ceremonial purposes.
- N. "Recreational vehicle" has the meaning given that term in ORS 174.101.
- O. "Solid waste" means any garbage, trash, debris, yard waste, food waste, or other discarded materials.
- P. "Solid waste disposal services" means contracted solid waste collection service for a campsite with the city's exclusive franchisee for the collection of solid waste.

- Q. "Store" or "storage" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- R. "Street" means any highway, lane, road, street, right-of-way, alley, and every way or place in the city of Seaside that is publicly owned or maintained for public vehicular travel.

**102.03 Temporary camping program.**

- A. With written authorization of the private property owner of the property:
  - (a) Up to three total motor vehicles or tents, in any combination, may be used for camping in any parking lot on the following types of property:
    - (1) Real property developed and owned by a religious institution, place of worship, regardless of the zoning designation of the property;
    - (2) Real property developed with one or more buildings occupied and used by any organization or business primarily for nonprofit, commercial or industrial purposes;
    - (3) Vacant or unoccupied commercial or industrial real property, after the property owner has registered the temporary camping location with the city. The city may require the site to be part of a supervised program operated by the city or its agent.
- B. Up to one family may use a residentially zoned property developed with an occupied residential dwelling, with further authorization from property owner and tenants of the property, for camping by either:
  - (a) Using a tent to camp in the back yard of the residence; or
  - (b) Using a single motor vehicle parked in the driveway of the dwelling.
- C. A property owner who authorizes any person to camp on a property pursuant to subsection (A) and (B) of this section must:
  - (a) Provide or make available sanitary facilities; (i.e., including toilets, wash facilities, and drinking water facilities).
  - (b) Provide garbage disposal services so that there is no accumulation of solid waste on the site;
  - (c) Provide a storage area for campers to store any personal items so the items are not visible from any public street;
  - (d) Require a tent or camping shelter in a residential backyard to be not less than five feet away from any property line; and
  - (e) Not require or accept the payment of any monetary charge nor performance of any valuable service in exchange for providing the authorization to camp on the property; provided, however, that nothing in this section will prohibit the property owner from requiring campers to perform services necessary to maintain safe, sanitary, and habitable conditions at the campsite.
- D. A property owner who permits camping pursuant to subsection (1) of this section may revoke that permission at any time and for any reason.
- E. Notwithstanding any other provision of this chapter, the city manager or their designee may:
  - (a) Revoke the right of any person to authorize camping on property described in subsection A of this section upon finding that any activity occurring on that property by the camper(s) is incompatible with the uses of adjacent properties or constitutes a nuisance or other threat to the public welfare; or
  - (b) Revoke permission for a person or family to camp overnight on city-owned property upon finding that the person or family member has violated any applicable law, ordinance, rule, guideline or agreement, or that any activity occurring on that property by a camper(s) is incompatible with the use of the property or adjacent properties.
- F. Any person whose authorization to camp on property has been revoked pursuant to subsections (3) and (4) of this section must vacate and remove all belongings from the property within four hours of receiving such notice.



- G. All persons participating in the temporary camping program described in this section do so at their own risk, and nothing in this code creates or establishes any duty or liability for the city or its officers, employees or agents, with respect to any loss related to bodily injury (including death) or property damage.

#### **102.04 Prohibited camping.**

- A. Except as expressly authorized by the Code of Seaside, at all times it is unlawful for any persons to establish or occupy a campsite on the following city property:
- (a) All Park areas;
  - (b) All publicly owned or maintained parking lots; and
  - (c) All publicly owned or maintained restrooms; and
  - (d) All publicly owned property located within and adjacent to the following residential zoning districts:
    - (1) Low density residential (R1)
    - (2) Medium density residential (R2)
    - (3) High Density Residential (R3)
    - (4) Resort Residential (RR)
    - (5) Residential Commercial (RC)
  - (e) All publicly owned property along 12<sup>th</sup> Avenue.
  - (f) All publicly owned property between 1<sup>st</sup> Avenue to Avenue A.
  - (g) All publicly owned property along and Avenue G.
  - (h) All publicly owned property along Avenue U.
  - (i) All publicly owned property along and Necanicum Drive.
  - (j) All publicly owned property along Holladay Drive.
  - (k) All publicly owned property along Highway 101.
  - (l) All publicly owned property along Wahanna Drive.
  - (m) All publicly owned property along Sunset Boulevard.
- B. Except as expressly authorized by the Code of Seaside, it shall be unlawful for any person, other than persons camping in a vehicle or recreational vehicle, to camp or maintain a campsite on any publicly owned property during the hours of 6:00 a.m. to 8:00 p.m.
- C. 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 of 6:00 a.m. to 8:00 p.m.
- D. Except as expressly authorized by the Codes of Seaside or special event permit, it shall be unlawful to have a recreational fire on public property.
- E. A person or persons camping in a vehicle or recreational vehicle must adhere to parking regulations, Code of Seaside Chapter 72, and public right-of-way regulations, Code of Seaside Chapter 95.01.
- F. Notwithstanding the provisions of this chapter, the city manager or designee may temporarily authorize camping or storage of personal property on public property by written order that specifies the period of time and location:
- (a) In the event of emergency circumstances;
  - (b) In conjunction with a special event permit; or
  - (c) Upon finding it to be in the public interest and consistent with council goals and policies.
- G. The city manager may adopt administrative rules to implement any of the provisions of this chapter.

#### **102.99 Penalties and enforcement.**

- A. Violation of any provisions in Code of Seaside 102.03 is a Class D violation pursuant to ORS 153.012. Each day that a violation occurs will be considered a separate offense.

- B. Violations of any provisions in Code of Seaside 102.04 is a Class D violation and may result also in a violation of Oregon Revised Statutes.
- C. In addition to any other penalties that may be imposed, any campsite used for overnight sleeping in a manner not authorized by this section or other provisions of this code shall constitute a public nuisance and may be abated as such.

**SECTION 2:** Ordinance 2021-06 will take effect on the thirtieth day after its adoption.

**ADOPTED** by the City Council of the City of Seaside on this \_\_\_ day of \_\_\_\_\_, 2021 by the following roll call vote:

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

**SUBMITTED** to and **APPROVED** by the Mayor on this \_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
JAY BARBER, MAYOR

ATTEST:

\_\_\_\_\_  
Mark J. Winstanley, City Manager

# Memo

To: Mayor Barber and City Councilors  
From: Mark Winstanley, City Manager and Jon Rahl, Assistant City Manager  
Date: December 8, 2021  
Re: Non-Represented Personnel Benefits Manual

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Over the past two plus years, we've been working on or finalized four different employee contracts and manuals. A list of the three finalized items is spelled out below.

- In 2019, the City negotiated with the Seaside Public Safety Association on a new collective bargaining agreement that was signed and is actively running through June 30, 2023.
- In 2020, the City negotiated with the Seaside Employees' Association on a new collective bargaining agreement that was signed and is actively running through June 30, 2024.
- Also in 2020, the City finalized and updated its Citywide Employee Handbook and Policy Manual. This was signed into effect in December 2020 and all employees were provided a copy and asked to acknowledge in January of 2021.

With the completion of the Employee Handbook, that left just one update to ensure we had updated all manuals, contracts or handbooks as thoroughly as possible. And that's what we bring before you on this final council meeting in December of 2021.

**The following items represent items of note and significant changes that were made to the non-represented handbook and following this short review, we are asking for your approval:**

- 1) **Compensation / Retention Incentives** – Cost of Living Changes remains silent when it comes to the non-represented manual. However, we have had and would like to continue offering longevity incentives to staff that have either been hired into management or moved there following years of service in other roles.
- 2) **Vacation Accrual and Cash Out** – We've adjusted the cap for vacation time to 500 hours with an option for those employees in this category to also sell back time as long as they've used at least 80 hours in a calendar year. The goal is wellness and we believe taking time helps accomplish that, but we also recognize the financial liability that exists when employees carry vacation, so we would like to make sure there is a cap included that has defined parameters attached to that cap.

- 3) **Bereavement Leave** – We identified a gap between what our two employee associations were being provided during the loss of a loved one and are simply proposing an update that aligns with what the majority of our employees already receive. And that's 5 (five) days bereavement when traveling over 300 miles and 3 (three) days leave when traveling under 300 miles.
- 4) **Retirement** – Another item where we weren't clear with our management team that we had identified clearly with our Public Safety agreement was how retirement was handled. Those working in public safety are eligible for retirement and 10 years of full medical benefits after 20 years of service. This was included in the Public Safety contract but again did not align with the most recent non-represented manual. This update aligns the two.
- 5) **Fitness and DPSST Incentives** – Several years ago, the Public Safety Association negotiated out a fitness incentive and replaced it with other items. To align again with this agreement, we've simply removed this, which had become antiquated. DPSST (Department of Public Safety Standards and Training) incentives have been updated and Fire Incentives have been included to also align with what the Public Safety agreement already has in place.
- 6) **Cell Phone Stipend** – This is being proposed to be expanded to include all department heads (it was previously the Chiefs and City Manager) and from \$35/month to \$50/month while understanding that the use of an individual's phone to capture photos or calls throughout the day and sometimes evening has become common place.
- 7) **Take Home Vehicle** – In lieu of a take-home vehicle, the Police and Fire Chiefs – specifically – have been identified as staff that are allowed to drive home their staff vehicles. This provides for faster response times for those after-hour calls. We've added language to state that should either Chief be out of the office for up to seven days that the vehicle be returned to the station for the duration of the personal leave time period.
- 8) **Health Benefits** – Sergeants, as part of their compensation package, as well as the positions of Communications Manager, Payroll Specialist and Business Office Administrative Assistant/City Recorder, will have 100 percent of their insurance premium paid so long as they remain in the position noted.

*\*Complete copies of the non-represented personnel benefits manual will be provided by the City Recorder upon request.*



# CITY of SEASIDE

OREGON'S  
F A M O U S  
A L L - Y E A R  
R E S O R T

PUBLIC WORKS DEPARTMENT  
LOCATION: 1387 AVE U  
MAIL: 989 BROADWAY  
SEASIDE, OREGON 97138  
(503) 738-5112

Date: November 30, 2021

Recommendation to City Council

From: Dale McDowell – Public Works Director

To: The Honorable Mayor and City Council

RE: Additional locations for Memorial Benches

Dear Honorable Mayor and City Council Members,

The popularity of our Seaside Promenade Memorial Bench program has increased substantially during the Promenade 100-year Anniversary; visitors from all over are interested in having a bench with their special message.

In the past, we have limited the memorial bench locations to the Promenade, but due to the popularity, I would like to suggest to the Council that we allow these memorial benches in each of the four newly built Pergolas.

Respectfully yours,



Dale McDowell

Public Works Director

Attachment: Memorial Bench Brochure

# SAMPLES OF PLAQUES



Thank you for your participation in the City of Seaside's Commemorative Bench Program. We are honored you have chosen to leave a piece of your family legacy in our beautiful Coastal town.

# IN SEASIDE, OREGON...

There are many things you can enjoy, especially its breathtaking views of the beach and the Pacific Ocean, Tillamook head and the unique Promenade.

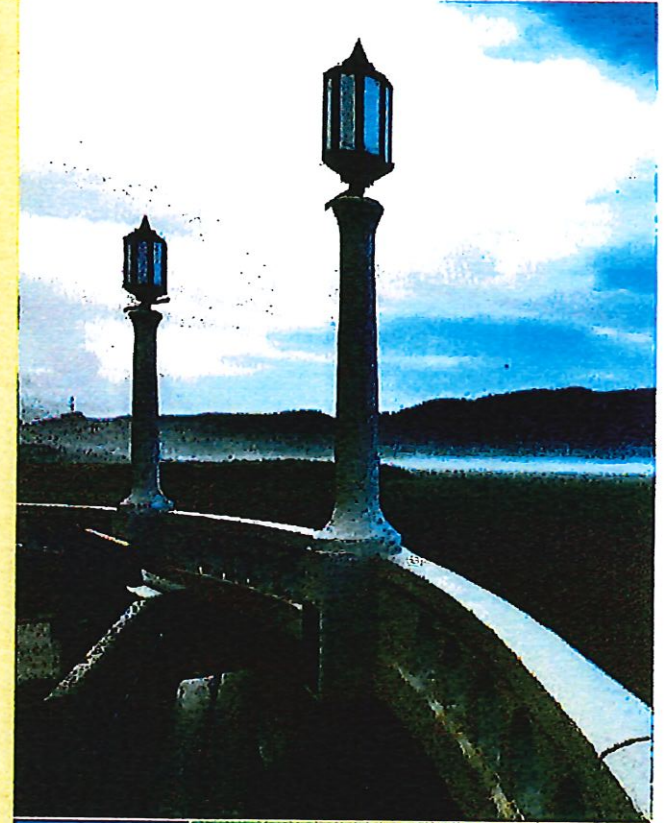
People walk the beach or stroll the Prom year round to enjoy the wonder of this special place. It only takes one trip to Seaside to fall in love with its charm.

The City is proud to offer this opportunity to honor a loved one, celebrate a special event in your life or honor a person, or organization, that has made a difference in the community.

Your memorial bench will help bring pleasure year after year to both locals and visitors throughout its lifetime.

Contact us at  
**503-738-5112**

City of Seaside  
c/o Commemorative Benches  
989 Broadway  
Seaside, OR 97138



City of Seaside's  
**COMMEMORATIVE  
BENCH PROGRAM**

Come sit by our Sea...

**And leave your  
mark at our Shore**

# TAKE A SEAT BY THE SEA... WATCH THE TIDES TURN & SMELL THE OCEAN BREEZE

## COMMEMORATIVE BENCH ORDER FORM

### To Participate...

in the program, you start by making a donation of \$2,000 which covers the cost of the bench, the bronze plaque, installation and the maintenance of the bench for the next 10 years.

- Benches are 6-feet long with a smooth concrete seat and backrest.
- The bench will be located on the Prom for 10 years. After those 10 years, you have the option to renew your bench or make arrangements to pick up your plaque. Benches belong to the City of Seaside and will not be given to donors when they decide to not renew.
- Once your plaque text has been approved, we will keep you informed on the progress of your Memorial Bench. Please be advised that the time of payment and the actual date of installation can be a few weeks apart.

Donor's Name(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

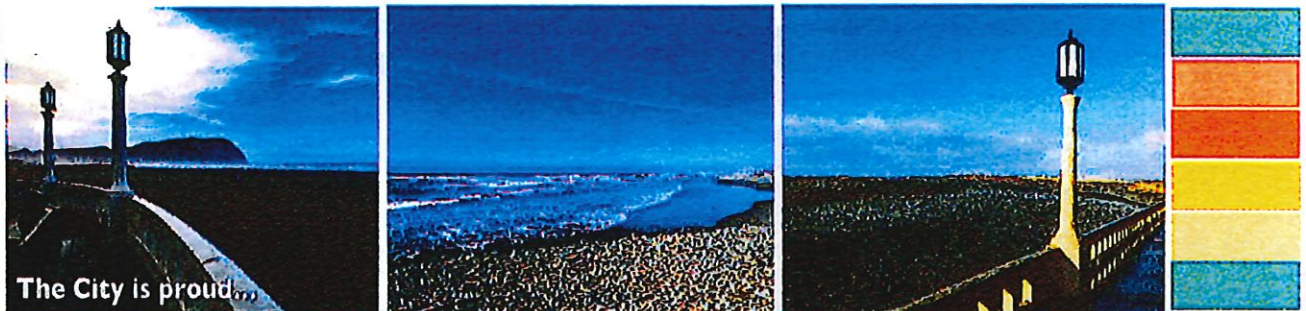
Bench Plaque Text (4 Lines, 20 characters per line, including spaces. Symbols cost extra)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

### Make Checks payable to:

City of Seaside Commemorative Benches  
989 Broadway, Seaside, OR 97138

We also take credit cards by phone or email. Use of credit card incurs a 3% surcharge



The City is proud...

To offer this opportunity to honor a loved one, celebrate a special event, or honor an extraordinary person/organization that has made a difference in the community, your Memorial Bench will help bring history and pleasure to both local and visitors throughout its lifetime.

# Memo

**To:** Mayor and City Council  
**From:** City Manager's Office  
**Date:** December 13, 2021  
**Re:** Ban the Sale of Legal Fire Works City of Seaside

---

At the last City Council meeting November 22, 2021, there was a discussion regarding the ban of legal firework sales in the City of Seaside. The Council asked to have this added to the December 13, 2021, City Council agenda for discussion. The City Council discussed banning legal firework sales in the City of Seaside by an ordinance or policy. Below is the wording that is in Chapter 131.11 Fireworks for the Code of Seaside.

## **131.11 FIREWORKS.**

(A) The following sections of the current Oregon Fireworks Law, as hereafter modified or amended, together with all acts and amendments applicable to cities which are now or hereafter enacted, are adopted by reference and made a part of this title:

(B) The following activities are prohibited within the ocean shore recreation area:

Possession, discharging, or causing to be discharged, any firecracker, explosives, torpedoes, rockets, fireworks or other similar devices without the written permission of the park manager of the beach area in which the permittee wishes to discharge such devices. Fireworks are defined in OAR 837-12-72, § 19. (Ord. 71-54, passed 12-13-71; Am. Ord. 95-02, passed 1-23-95; Am. Ord. 99-17, passed 11-8-99) Penalty, see § 130.99



**CITY OF SEASIDE MEMORANDUM**

**To: Mayor & City Council**  
**From: Community Development Department**  
**Date: December 13, 2021**  
**Subject: Intergovernmental Agreement with Columbia River Estuary Study Taskforce (CREST) for Updating the Seaside Foredune Management Plan.**

**Request Summary:**

The City of Seaside Foredune Management Plan and associated exception to Statewide Planning Goal 18 needs to be updated and re-authorized. CREST is willing to enter into an Intergovernmental Agreement in the amount of \$16,142.00 to provide the planning services necessary to complete the attached scope of work. The bulk of this work would be performed by CREST's Coastal Planner, Nancy Ferber and it would recognize the revised floodplain elevations that impact dune grading under the State Wide Planning Goals.

In addition to the work performed by CREST, an administrative contract with a qualified expert in coastal geology will also be needed in order to provide the technical oversight necessary to complete a credible update to the plan. This action is consistent with the departmental goals discussed earlier this year with the City Council

**Recommended City Council Action:**

Approve the attached Intergovernmental Agreement between CREST and The City of Seaside for planning services necessary to update the City's Foredune Management Plan.

**INTERGOVERNMENTAL AGREEMENT**  
**Between the City of Seaside and the Columbia River Estuary Study Taskforce**  
**For the Foredune Management Plan Update**

This Intergovernmental Agreement is entered into on the last date signed below, by and between the CITY OF SEASIDE, an Oregon municipal corporation ("City"), and the COLUMBIA RIVER ESTUARY STUDY TASKFORCE, an Oregon council of governments ("CREST"), pursuant ORS chapter 190 and the City's home rule charter authority.

**RECITALS**

**WHEREAS**, the Legislature of the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government; and

**WHEREAS**, ORS Chapter 190 authorizes local governments to enter into agreements such as this for the performance of any functions and activities that a local government has authority to perform; and

**WHEREAS**, the City is in need of planning services described in Exhibit A; and

**WHEREAS**, CREST can provide said planning services to City; and

**WHEREAS**, the parties agree that sharing services promotes cost effective and efficient use of public resources; and

**WHEREAS**, the parties desire to enter into an intergovernmental agreement sharing such services and public resources.

**NOW, THEREFORE**, based on the foregoing Recitals and in consideration of the promises and mutual benefits and advantages accruing to each, the parties agree as follows:

**1. Effective Date, Cost, and Term.** This Agreement shall be effective on the date it is signed by the last signatory and shall terminate on December 31, 2022, unless terminated earlier by either party pursuant to Section 2. The maximum amount of this agreement shall not exceed \$16,142.

**2. Termination and Modification.** This Agreement shall terminate automatically on December 31, 2022. Either party may terminate this Agreement sooner, with or without cause, by providing the other party with written notice at least 30 days prior to the effective date of termination. Upon termination of this Agreement, payment will be made for work completed and accepted to the date of termination. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.

**3. Obligations of CREST.** CREST shall provide services as described in Exhibit A.

**4. Obligations of City.** The City will pay CREST \$70 per hour for each hour worked by its employees. The City will cover all travel time and costs, through the accepted government travel rate, to be included in the monthly invoice. CREST shall provide the City with a monthly invoice for services performed, which the City shall pay within 30 days of presentment. Monthly invoices shall describe all services performed with particularity and shall itemize and explain any expenses for which CREST claims reimbursement.

**5. Independent Contractor.**

a. All CREST personnel providing services under this Agreement shall be deemed independent contractors and not employees of City. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. City shall not be responsible for the direct payment of any salaries, wages, compensation or benefits for CREST workers performing services on behalf of City under this Agreement.

b. Neither party nor any worker performing work under this Agreement is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by the other party.

c. Each party is solely responsible for claims of its employees for damages or injuries in connection with the services provided under this Agreement and with their employment or arising under workers' compensation law.

**6. Liability and Indemnification.** Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate 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.

**7. Notice of Claim.** Each party shall provide to the other immediate written notice of any action, suit filed, claim made or notice of claim presented against that party for actions arising under this Agreement, regardless of whether litigation is involved.

**8. Insurance.** Each party agrees to 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 30.270.

**9. Tort Limits.** This Agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300) and is contingent upon funds being appropriated therefor.

**10. Attorney Fees.** In the event of any action or proceeding to enforce the terms of this

Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

**11. No Third-Party Beneficiaries.** The signatories hereto are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

**12. Merger.** This writing is intended both as the final expression of the Agreement between the parties with respect to the terms and subject addressed herein and as a complete and exclusive statement of the terms of the parties' Agreement.

**IT IS SO AGREED** by the parties hereto as indicated by the signatures of their authorized representatives:

**CITY OF SEASIDE:**

**COLUMBIA RIVER ESTUARY STUDY TASKFORCE:**

\_\_\_\_\_

\_\_\_\_\_

By:

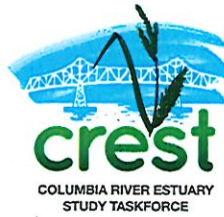
By: Denise Lofman, Director

\_\_\_\_\_

\_\_\_\_\_

Date

Date



## EXHIBIT A

### SCOPE OF WORK CITY OF SEASIDE FMP UPDATE

**DATE:** NOVEMBER 4, 2021  
**TO:** PLANNING DIRECTOR, CITY OF SEASIDE  
**FROM:** COLUMBIA RIVER ESTUARY STUDY TASK FORCE  
**SUBJECT:** REAUTHORIZATION OF GOAL 18 EXCEPTION & UPDATES TO THE FOREDUNE MANAGEMENT PLAN

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#### Introduction

This is an updated Scope of Work in response to previous discussions in 2015 around potential updates to the City of Seaside's Fore dune Management Plan (FMP) and addressing expired Goal 18 exceptions. CREST is suited to coordinating planning processes, working with the public and stakeholders, and synthesizing and using information provided by technical experts to create plans, policies, and implementation programs.

Previously, CREST consulted the City Planning Director and DLCD Coastal Shorelands Specialist, then Laren Woolly, to review the existing Fore dune Management Plan and other readily available information including 2009 Lidar elevations and 2014 surveyed profiles, and conducted site visits. CREST has not discussed the project with a geologist. As of 2021, CREST has continued to stay in contact with DLCD, including Meg Reed, Coastal Shores Specialist. CREST staff have also helped facilitate the City of Cannon Beach, another CREST Council member, in their FMP update.

Potential updates for the City of Seaside will likely trigger amending the Comprehensive Plan and Zoning Code to allow for dune grading and vegetation maintenance activities where they may not currently be addressed or allowed. All amendments will require some degree of fact finding and justification, in the form of an update to the City's Fore dune Management Plan and its associated Background Report.

Any dune grading below Base Flood Elevation (BFE) + 4 ft. will require a Goal 18 exception with associated justification. Pursuing the goal exception increases the amount of fact finding and coordination required for the Fore dune Management Plan, including completion of the Evaluation required under the prior exception.

Previous amendments outlined in the City's prior request for qualifications would provide for dune grading in selected areas to some elevation between the BFE + 4ft. and the BFE, and would ideally define the grading elevations dynamically in response to future changes in the BFE. As such, if in the

future the BFE is lowered, the City's allowed grading elevations would automatically lower as well, allowing for enhanced grading activities. And if in the future the BFE is heightened, the allowed grading elevations would heighten, ensuring that the allowed grading elevations would not compromise flood hazard protection.

## Further Scoping and Conceptual Goal Setting

In a previous discussion with DLCD Coastal Shorelands Specialist, Laren Woolly, the following was suggested to CREST:

- Review the 2014 cross sections and recently developed Lidar data (circa 2014-2015) and determine whether grading to the current or LOMAR based proposed BFE +4 will not accomplish the City's goals. (CREST understands that the City does not find the current BFE +4 elevation acceptable in some locations.)
- A Goal 18 exception to improve views might not be supported by DLCD.
- Early in the project, the City and CREST should meet with Celinda Adair, DLCD's NFIP Coordinator, to discuss floodplain management implications of grading to the BFE. The inventory and analysis needed to justify a Goal 18 Exception will require a substantial effort by a coastal geologist, in addition to the work that can be done by planners.

In addition to these elements, the new Coastal Shorelands Specialist, Meg Reed, suggested the following elements be addressed or discussed with plan updates

- Consider BFE + 4-6'
- Consider longer exception request, or propose an exception without an expiration time
- Incorporate climate change policy within new policies/codes
- Collaborate with ongoing DLCD climate change initiatives
- Utilize DLCD GIS staff for potential technical assistance

Per the City's previous request, the City's goals for views and recreation could be substantially achieved without a Goal 18 Exception if the BFE's are lowered by three to four feet through the LOMAR. Lower beach elevations in the most immediate vicinity of the Prom circle are typically achieved inadvertently through heavy recreational use. The City's intentions for grading in the South Central Management Unit may be limited to selective dune topping and may also be applied to portions of the North Central Management Unit. With the adoption of updated floodplain maps in 2018, the LOMAR process is no longer necessary. Based on the newly revised BFEs CREST would recommend estimating a timeline for holding further preliminary discussion with the City and stakeholders, before deciding to pursue reauthorization or new Goal 18 Exception.

Additionally, prior to developing grading recommendations, CREST can work with the City to specify view intentions in more detail. For example, if grading a certain area to the BFE + 4-6 ft. does not provide a view to the Mean Low Water level from standing eye level on the prom, would grading still be desirable? Or for example, in a given management unit does the City have any of the following or other view objectives?

- Remove the most prominent ocean view obstructions (selected tallest dune tops).
- Provide shoreline view corridors from selected street/Prom intersections.
- Maximize shoreline or ocean visibility from other particular locations.

CREST can take stock of other ways in which the dunes are used or valued to inform goal setting. For example, on the preliminary site visit, the following activities or their remnant signs were observed: children’s swings, other play activities, beach fires, bicycling, trails behind and parallel to the foredune, trash and abandoned clothing, camping or other recurring uses among pines and heavily vegetated areas..

Regardless of whether the Goal 18 Exception is pursued, the following work is needed to allow for dune grading to the dynamic BFE + 4-6 ft., and to allow for enhanced vegetation management.

## Tasks

### 1. Scoping and Goal Setting:

**Review the background information associated with the Foredune Management Plan**

**Public Engagement Options:**

**Stakeholder Meeting and/or Open House**

**PC Work Session**

**City Council Work session/Science Session**

|  |  |                          |
|--|--|--------------------------|
| 60 hours * \$70.00   | \$4,200  | Nov 2021 –<br>March 2022 |
| 144 miles * \$0.56 (only if in-person meetings are required) | \$80.64 mileage (likely limited if utilizing virtual meeting platforms due to Covid) |                          |

- a. Review the following documents in November and early December 2021.
  - Foredune Management Plan including exhibits and background information
  - Comprehensive Plan and Zoning Code provisions relevant to dune grading and vegetation protection
  - Monitoring Report from 1998
  - Original Dune Cross Sections
  - Dune Cross Sections from 2014
  - The most up to date Lidar information available
  - Prior Grading Permit Information
  - The Flood Insurance Study dated September 17, 2010
  - The 2015 DOGAMI flood study
  - The Flood Insurance Study dated June 20, 2018
  - Any additional documents, or policies adopted since 2015
  
- b. Correspond with the following entities in November and December 2021.
  - Kevin Cupples, City of Seaside Planning Director
  - Meg Reed, DLCD Coastal Specialist
  - Lisa Phipps, DLCD North Coast Regional Representative
  - Celinda Adair, DLCD NFIP Coordinator
  - Technical Experts TBD/a geological expert to be selected by the City
  
- c. Attend a Stakeholder Scoping Meeting (date TBD) to understand issues and concerns. The meeting could include either or both virtual meetings and/or a walking tour. CREST will come prepared to informally present the CREST/City approach, to ask relevant questions of attendees, and primarily to listen to attendees’ concerns. The meeting will inform the approach,

and could result in the City and CREST revising the Scope of Work after the meeting. The Planning Director would ideally attend this meeting.

- d. Present introductory information to a Planning Commission work session and public open house (date TBD), and if needed, obtain direction from the Planning Commission on target grading depths and vegetation management intentions. The introductory information to be presented will include consideration of the grading to the BFE vs. grading to the BFE + 4-6 ft., such that the Planning Commission can decide whether the expected marginal benefits of grading to the BFE vs. BFE + 4-6 ft. are worthwhile to pursue.

CREST staff will attend, present information, and capture feedback at the work session and open house. CREST will endeavor to provide an additional staff member to support the Open House, however, anticipates in any case that at least one City staff will be needed to assist with virtual meeting logistics. CREST will provide informational materials suitable for 8.5 x 11 in. and 11 x 17 in. printing, and materials suitable for posting online, but will rely on the City to print any large format paper materials.

**2. Develop a justification document and draft amendments necessary to support dune topping and/or reshaping in the South Prom area (South Central Management Unit).**

|                 |         |                  |
|-----------------|---------|------------------|
| 24 hours * \$70 | \$1,680 | March - May 2022 |
|-----------------|---------|------------------|

CREST will write the justification (Foredune Management Plan Update) and amendments based on findings from existing information, further inventory by the geologist, consultation with DLCD, and direction from the City. The task requires revisions to the Foredune Management Plan. The existing Foredune Management Plan states that "Because the City of Seaside Comprehensive Plan identifies this segment of shoreline as 'undeveloped prior to 1977', grading is not allowed in this management unit." Based on our preliminary understanding, the referenced comp plan provision would prohibit grading in the South Central Management Unit. However, Goal 18 provides for grading to the BFE + 4 to accommodate views in areas committed to development or in areas within the City's UGB. Thus, it appears that a Goal 18 exception would not necessarily be needed for grading to the BFE + 4ft. in the South Central Management Unit.

**3. Develop a justification document and draft amendments that will recognize the need to actively manage the vegetation in the South Prom area in order to reduce the negative impacts associated with unchecked vegetation growth while avoiding any actions that would destabilization the dune area.**

|                 |         |                  |
|-----------------|---------|------------------|
| 24 hours * \$70 | \$1,680 | March - May 2022 |
|-----------------|---------|------------------|

CREST will draft the justification (Foredune Management Plan Update) and comp plan and code amendments based on findings from existing information, further inventory by the geologist, consultation with DLCD, and direction from the City. The City's previous request contemplates supporting more intensive vegetation management, including tree removal. The City's Foredune Plan, Comp Plan and Zoning Ordinance do not provide this support, and the State Goals discourage complete removal of trees, however, there does not appear to be a categorical prohibition in the State Goals.



If CREST and/or the geologist can demonstrate that erosion and dune destabilization will not result from the activity, and if there are no special habitat concerns, this task can potentially be achieved. The expertise of a wildlife biologist and/or fire specialist could be needed to provide justification for removing trees. The City may have to require planting of replacement vegetation or even replacement trees to compensate for any erosion or dune destabilization impacts of tree removal. It should be noted that the Foredune Management Plan likely has an outdated characterization of vegetation conditions that will need to be updated for all management units, with particular attention to the South Central Unit where new implementation measures are intended. Any proposed changes will also need to be coordinated with State Parks since the Statutory Vegetation Line bisects this unit and that will likely require a different measures depending on where the vegetation management is taking place.

**4. Develop a justification document and draft text language for a re-authorization of a Goal 18 Exception that will support grading activities pursuant to the Foredune Management Plan and/or any updated cross sections or dune profiles that will support the existing plan to the greatest extent possible.**

|   |  |                  |
|---|--|------------------|
| 60 hours * \$70   | \$4,200  | March - May 2022 |
| 72 miles * \$0.56 (only if in-person meetings are required) | \$40.32 mileage (likely limited if utilizing virtual meeting platforms due to Covid) |                  |

CREST will write the justification (Foredune Management Plan Update), exception, comp plan, and code language to support the existing plan grading to the greatest extent possible. The justification and supporting analysis for a goal exception is expected to be substantially more work than what would be required if a goal exception is not pursued.

**5. Prepare the information in conjunction with qualified professional oversight and review where necessary. This would also include reviewing information with the City of Seaside Planning Director, the Coastal Specialist with DLCD, and the North Coast Regional Representative.**

Time and cost included in other tasks. Qualified professional costs are not included in this scope of work. Coordination to occur throughout project from beginning to end.

CREST will coordinate as needed with these entities. CREST's preference is for the City to directly hire a coastal geologist for oversight, and for the geologist to conduct technical inventory and analysis work that requires their qualifications. After the City hires the geologist, CREST will coordinate and request service directly from the geologist, but will either cc the Planning Director in doing so or inform him immediately after requesting any work from the geologist. CREST will collaborate with the City and DLCD to determine the scope of additional inventory and technical analysis required from the geologist. This cannot be completely determined without further DLCD consultation, and without direction from the City on whether to commit to pursuing a Goal 18 exception.

**6. Package the final Exception, Plan, and Ordinance amendments for review before the City of Seaside Planning Commission and present the information during the required public hearings.**

|  |  |                   |
|--|--|-------------------|
| 60 hours * \$70  | \$4,200  | June-October 2022 |
| 108 miles * \$0.56 (only if in-person meetings are required) | \$60.48 mileage (likely limited if utilizing virtual meeting platforms due to Covid) |                   |

CREST will compile and present the justifications, exception, plan and code amendments for the Planning Commission during required hearings. CREST will compile the information in a professionally formatted document. The cost assumes that the City will write and publish any public notices, and advertise the meetings to the City’s satisfaction. The cost provided assumes CREST attendance/ presentation at three meetings. CREST staff continue to work remotely, and virtual participation is preferred.

Included in this task budget is time for updating the Fore dune Management Plan. Even though the tasks outlined in the City’s request specifically contemplates revisions to only selected portions of the Fore dune Management Plan, a plan that comprehensively considers all the management units is required by Goal 18’s Implementation Requirement # 7. The Fore dune Management Plan update will likely need to include an update to the Background Report, particularly in regard to “Interannual El Nino” events on p. 8, “Existing Beach and Dune Morphology” in pages 15-21, and to satisfy the Evaluation described in the existing plan.

The remainder of the Fore dune Management Plan Background Report mostly describes regional shoreline morphology dynamics. CREST’s cost estimate assumes that most of this information remains valid, and that the City and the geologist will identify Background Report information and conclusions that are questionable based on new scientific information. CREST will rely on the geologist to identify these deficiencies and provide information that CREST will use to address them, instead of CREST performing research to determine whether every statement remains valid.

The Fore dune Management Plan’s Maintenance and Monitoring Programs will also need at least minor revisions. In management units North of 19<sup>th</sup> Street and South of the Prom where the Fore dune Management Plan’s Management Objectives and grading implementation measures appear to be mostly consistent with City intentions, there are some implementation measures such as fertilizer applications that may no longer be necessary to accomplish the objectives.

**Budget**

The proposed budget is a preliminary estimate that may require amendment following further discussions with DLCD, the geologist, and the City.

| Quantity  | Cost                               |
|---|------------------------------------|
| 228 hours (\$70/ hr.)                                   | \$15,960                           |
| 9 trips (36 mi. x .56/mi)                               | \$181.44 *pending Covid conditions |
| Basic materials/ supplies/ printing will not be charged | \$0                                |
| <b>Total</b>  | <b>\$16,141.44</b>                 |

## Schedule

The proposed schedule may require amendment following further discussions with DLCD, the geologist, and the City.

| Tasks                                 | Start - End        | Allocated Hours |
|---------------------------------------|--------------------|-----------------|
| #1 (Scoping & Goal Setting)           | November – March   | 60 hours        |
| #2 -<br>#3 (Analysis, Writing)<br>#4- | March-May          | 108 hours       |
| #5 (Coordination)                     | Throughout project | ---             |
| #6 (Review and Refinement)            | June - October     | 60 hours        |



# City Manager Recruitment Proposal

Prepared for:

City of Seaside

November 2021

By:

JENSEN STRATEGIES

# JENSEN STRATEGIES

November 2021

Mayor Jay Barber  
City of Seaside  
P.O. Box 1013  
Seaside, OR 97138

Dear Mayor Barber,

Thank you for the opportunity to submit a proposal to conduct the recruitment for the City of Seaside's next City Manager.

There are several factors that set Jensen Strategies apart from other recruitment firms:

1. We are the only private firm in Oregon that specializes in executive recruitments for city and county local governments.
2. Key members of our recruitment team are former public administrators and bring an understanding to the positions we are recruiting.
3. We know Oregon recruitment, public meetings, and public records law to help our clients avoid unnecessary hiring process liabilities.
4. Our firm works regularly with Oregon jurisdictions on other types of projects such as facilitation, collaborative decision-making, strategic planning, organizational development, mediation, and policy analysis. Through this work, we stay current on issues facing Oregon local governments and understand their challenges.
5. Our firm works with local government officials across the state so we are well connected to identify and vet potential candidates that may be the best fit for our recruitment clients.
6. We treat our candidates with dignity and respect throughout our recruitment processes.

We appreciate the opportunity to submit our proposal to assist the City of Seaside with this recruitment. It will be our pleasure to partner with the City on this important search.

We certify our firm is able to perform all work as outlined in this scope of work. Please do not hesitate to contact me with any questions or requests for additional information.

Sincerely,



Erik Jensen  
Principal  
Jensen Strategies, LLC  
(503) 477-8312  
[erik@jensenstrategies.com](mailto:erik@jensenstrategies.com)

## **PROJECT SCOPE**

Our objective is to help you select the best candidate to serve as the City of Seaside's next City Manager. Our recruitments are structured to attract a wide range of qualified applicants, who we vet using our administrative experience and our knowledge of your city's needs to present you with the best possible candidates for the position. We commit to working in close partnership with the City of Seaside (City), following a process designed to make the best use of your time and resources.

### **Phase 1: Start-up / Candidate Profile Development**

- 1.1 Start-up Meeting:** We will begin the recruitment by meeting via phone or Zoom with the City to refine the project scope. The proposed process and timeline will be amended as necessary, respecting any scheduling considerations or special requests. In this initial phase, we will also collaborate with you to define the geographic and professional breadth of the recruitment, and identify the key stakeholders who will help inform the candidate profile development.

*Deliverables: Zoom or phone meeting with designated City staff, final project scope and timeline, geographic and professional scope, and determination of key stakeholders.*

- 1.2 Stakeholder Interviews:** Our team will conduct Zoom interviews with the Mayor, City Council, City executive management, City Attorney, and City Recorder to gather background information on major issues facing the City and initial perspectives on what the City is looking for in its next city administrator. In our experience, the individual interviews provide highly valuable qualitative information that can help us find the best candidates for your City's needs.

*Deliverables: Up to 12 stakeholder interviews.*

- 1.3 Background Research:** We will familiarize ourselves with any key documents (plans, financial information, etc.) as well as the culture and values of both the organization and the City.

*Deliverables: Jensen Strategies' understanding of Seaside.*

**1.4 Stakeholder Meetings and Surveys:** We will facilitate one external stakeholder Zoom meeting open to the public. We will also conduct an internal stakeholder online survey and/or Zoom meeting for City staff. Our team will seek an open and dynamic exchange of ideas to capture the full range of attributes Seaside would like to see in its next City Administrator. We also have the ability to provide Spanish written and verbal translation services for these surveys and meetings. City staff will be responsible for promoting the Zoom meeting(s) and/or surveys.

*Deliverables: One external Zoom meeting and an online survey for public input as well as one internal Zoom meeting and/or online survey for City staff input.*

**1.5 Initial Candidate Profile Draft:** Drawing upon the input gathered from our interviews, stakeholder meeting(s) and surveys, we will develop a draft candidate profile containing the knowledge, skills, abilities, education, and work experience desired for the position, as well as more intangible traits such as management approach and personality. Also, based on our research and information gathered, we will also prepare policy priorities and hiring procedures consistent with the requirements of ORS 192.660.

*Deliverables: Candidate profile initial draft.*

**1.6 Draft Finalization:** We will discuss our draft candidate profile with the current City Manager and management staff, as desired, to validate and finalize the draft in advance of meeting with the City Council. These discussions will take place over conference calls and/or Zoom meetings.

*Deliverables: Conference calls and/or Zoom meetings as necessary to finalize the candidate profile draft. Final draft of candidate profile.*

**1.7 Review and Adoption of Candidate Profile and Hiring Process:** We will attend a City Council work session to present the draft profile including a discussion of any changes/alterations. Following the work session, we will make any changes desired by the Council, and will submit the final profile and hiring process for formal Council approval.

*Deliverables: Participation in one City Council work session. Preparation of official candidate profile and hiring process for Council adoption.*



## Phase 2: Position Advertisement

**2.1 Recruitment Brochure Development:** Upon City Council formal adoption of the hiring process and candidate profile, consistent with the requirements of ORS 192.660, our team will develop a professional, comprehensive recruitment brochure designed to attract the highest quality applicants. Organization-specific information will be incorporated into the brochure, including an overview of department functions/services, staff size, budgetary information, and current challenges and policy priorities. Community information will be added, including a description of the environment with quality of life details, economic highlights such as important industries and major employers, and a listing of public agencies with overlapping jurisdiction. The brochure will conclude with position compensation information, including salary and benefits package, as well as information on how to apply for the position and the recruitment timeline.

*Deliverables: Development of one recruitment brochure in PDF format.*

**2.2 Position Advertisement:** We will execute a comprehensive position advertisement process designed to attract a variety of qualified and well-suited candidates. Our approach will be multifaceted, and will include advertising the position on high-profile managerial and specialization-specific websites, within professional publications and periodicals, with venues that reach out to diverse candidate populations, and in other forums as appropriate. We will also directly contact qualified managers within our extensive professional network to inform them of the opening.

*Deliverables: Online position advertisements. Direct contact of qualified managers.*

### Phase 3: Candidate Screening

We will carefully vet all submitted applications, conduct in-depth interview processes, and provide the City with all the information necessary to make the best choice for finalists and the successful candidate. We will also maintain written contact with candidates to keep them updated on the recruitment process.

- 3.1 Initial Application Screening:** Candidates will provide a resume, a cover letter, and a Jensen Strategies supplementary application form. We will review applications against the City Manager Profile, remove all non-responsive applications, and determine which candidates best fit the City's needs.

*Deliverables: Preparation of application form. Initial application screening.*

- 3.2 Preliminary Zoom Interviews:** We will conduct preliminary Zoom interviews with the candidates who best fit the candidate profile, as well as all veterans who meet the position's minimum qualifications (as required by Oregon law). In preparation for the interviews, we will conduct an internet search regarding each candidate, to identify any high profile work-related media.

*Deliverables: Preliminary phone interviews and internet research for up to 10 candidates.*

- 3.3 Recommendation of Finalists:** We will attend an executive session of the City Council in-person during which we will present the results of our initial review process and recommendations of up to four finalists. For transparency purposes, we will provide briefing notebooks with information on all the candidates we interviewed. During the session we will answer Council questions and assist in facilitating a discussion to help them reach consensus on up to four finalists. Subsequently, the Council will announce the finalists in a regular business meeting after we notify the selected finalists and receive permission for public disclosure of their candidacy.

*Deliverables: Recommendation of up to four finalist candidates with supporting information on all candidates interviewed by Zoom. Attendance, presentation, and facilitation at a City Council executive session. Council consensus on up to four finalists.*

**3.4 Background Checks on Finalists:** We will work with our partner, Legal Locator Service ([www.legallocatorservice.com](http://www.legallocatorservice.com)), to perform comprehensive background checks on all finalists. Background checks will include at a minimum:

- County criminal searches
- State criminal searches
- Federal criminal searches
- National criminal database searches
- Sex offender searches
- Motor vehicle searches
- Education/degree verification
- Employment verification
- Credit checks
- Civil litigation

*Deliverables: Identification of any concerning issues found during background checks of up to four candidates.*

**3.5 Reference Checks on Finalists:** We will take the necessary time to vet the candidates with the references they provide, as well as other knowledgeable contacts we may be aware of, asking incisive questions to gain a comprehensive understanding of their abilities as managers and potential fit for the City.

*Deliverables: Reference check summaries for up to four finalists.*

**3.6 Finalist Receptions:** Prior to the final interviews, two receptions (Zoom or in-person depending on the status of the pandemic and City policy) will be held to provide opportunities to interact with the finalists, ask them questions, and form general impressions of the candidates. The first reception will be open to the City staff, and the second reception will be open to members of the public. At both receptions, attendees will be provided an opportunity to provide feedback concerning their impressions of the finalists, to inform the Council's final selection process. As noted before, we have the resources to provide Spanish translation for the meetings and feedback surveys. The City will be responsible for promoting both receptions.

*Deliverables: Coordination, development, and implementation of two virtual or in-person finalist receptions. Feedback survey for participants.*

**3.7 Finalist Interviews:** Finalists will be interviewed in-person by three panels in a social-distanced environment consisting of (1) the City Council, (2) a panel of local government administrators from other jurisdictions, and (3) a panel of key community members. An optional department manager panel may also be included if desired. Panelists will receive an informational packet containing interview guidelines, questions, and comprehensive information on each finalist. After panel interviews have been completed, we will summarize the findings and recommendations to be shared during Council deliberations and selection.

*Deliverables: Coordinating, orienting, and providing briefing materials for the finalist panels. Moderate panel interviews. Summarize the feedback and observations from panel interviews and receptions if relevant.*

**3.8 Council Deliberations and Selection:** The Council will convene in executive session. At the session, we will provide summary material on all input received during the finalist interview process, references, and background checks. We will facilitate the Council’s discussion in identifying their selected candidate.

*Deliverables: Attendance, presentation, and facilitation at City Council executive session to reach consensus on a selected candidate.*

#### **Phase 4: Contract Negotiations**

**4.1** As requested by the City, we will assist in the contract negotiations with the selected candidate.

*Deliverables: Assistance provided to the City in contract negotiations, not to exceed four hours.*

#### **ADJUSTMENTS TO RECRUITMENT PROCESS**

Jensen Strategies is dedicated to providing a recruitment process that meets the City’s expectations and produces an outcome that generates wide support. We commit to working closely with the City and are more than willing to adjust our process as needed to meet the specific needs of Seaside.

**SAMPLE RECRUITMENT SCHEDULE**

This schedule is only illustrative of the time needed to complete the recruitment. We will work with the client to establish a final schedule.

| Date          | Actions  |
|---------------|--|
| Week 1        | Start-up meeting with City to finalize scope and timeline                                      |
| Weeks 2 and 3 | Stakeholder interviews<br>Virtual public input meeting<br>Staff online survey or input meeting |
| Week 4        | Initial candidate profile draft and finalization   |
| Week 5        | City Council work session re: draft candidate profile and hiring process                       |
| Week 6        | Council official adoption of candidate profile/hiring process                                  |
| Week 7        | Recruitment brochure development   |
| Weeks 8 - 11  | Position advertisement   |
| Week 12       | Initial application screening  |
| Week 13       | Preliminary Zoom interviews  |
| Week 14       | Recommendation and selection of finalists  |
| Weeks 15 - 17 | Background/reference checks on finalists   |
| Week 18       | Finalist receptions, interviews, and selection   |

## RECRUITMENT EXPERIENCE

Jensen Strategies has conducted national recruitments for the following clients and positions.

|                          |  |
|--------------------------|--|
| City of Stayton, OR      | City Manager (currently recruiting)  |
| City of Estacada, OR     | City Manager (currently recruiting)  |
| City of Fairview, OR     | City Administrator (currently recruiting)  |
| City of Warrenton, OR    | City Manager (currently recruiting)  |
| City of Hood River, OR   | City Manager (2021)<br>Building Official (2018)  |
| City of Scappoose, OR    | City Manager (2021)<br>Finance Administrator (currently recruiting)<br>Police Chief (currently recruiting)               |
| City of Sheridan, OR     | City Manager (2021)  |
| City of Carlton, OR      | City Manager (2021)  |
| City of North Bend, OR   | City Administrator (2020)  |
| City of Sisters, OR      | City Manager (2017)  |
| City of Cannon Beach, OR | City Manager (2017)<br>Community Development Manager (2018)<br>Emergency Manager (2018)                                  |
| Washington County, OR    | Chief Human Resources Officer (2020)<br>Benefits and Leave Manager (2020)<br>Employee and Labor Relations Manager (2021) |

## REFERENCES

Jensen Strategies has the honor of being recommended by:

**Mayor Jessica Engelke**

City of North Bend  
835 California Avenue  
North Bend, OR 97459  
541-756-8500

[jengelke@northbendcity.org](mailto:jengelke@northbendcity.org)

**Frank Sheridan**

City of Sheridan  
120 SW Mill Street  
Sheridan , OR 97378  
503-843-2347

[fsheridan@cityofsheridan.com](mailto:fsheridan@cityofsheridan.com)

**Eva LaBonte, Chief Human Resources Officer**

Washington County  
155 N. First Avenue  
Hillsboro, OR 97124  
503-618-2346

[Eva LaBonte@co.washington.or.us](mailto:Eva_LaBonte@co.washington.or.us)

**Mayor Kate McBride**

City of Hood River  
211 2nd Street  
Hood River, OR 97031  
541-490-4813

[k.mcbride@cityofhoodriver.gov](mailto:k.mcbride@cityofhoodriver.gov)

**Christy Martinez, Assistant City Manager**

City of Carlton  
191 E. Main Street  
Carlton, OR 97111  
503-852-7575

[cmartinez@ci.carlton.or.us](mailto:cmartinez@ci.carlton.or.us)

**Bruce St. Denis, City Manager**

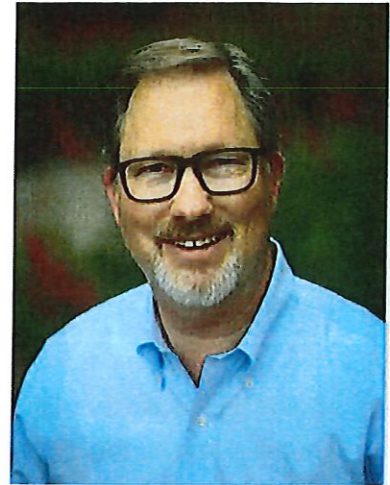
City of Cannon Beach  
163 E. Gower  
Cannon Beach, OR 97110  
503-436-8050

[stdenis@ci.cannon-beach.or.us](mailto:stdenis@ci.cannon-beach.or.us)

## TEAM PROFILES

### **Erik Jensen, Principal**

Erik Jensen is the Principal and Founder of Jensen Strategies, LLC. He established the firm in 2012 after serving over 20 years as a public administrator, project manager, and public affairs consultant in Oregon and Washington. Erik has led numerous processes helping Northwest organizations navigate future policy and operational planning as well as recruiting upper-level public managers.



Erik has assisted local governments and public policy organizations to set strategic courses of action for current and future decision-making. As a seasoned facilitator, strategic planner, recruiter, and organizational and public policy development expert, he has led significant initiatives for numerous entities including cities, counties, and professional organizations. These projects have included upper-level recruitments, city council retreats, strategic planning processes, community vision action planning, organizational assessments, committee facilitation, and public policy feasibility studies.

As an experienced facilitator and trained mediator, Erik has helped clients build partnerships and reach consensus among diverse interests. Erik believes the best policy and organizational development initiatives are objective, inclusive, well informed, and lead to tangible outcomes. He emphasizes the importance of balancing community and organizational interests, involving key stakeholders, and ensuring the process is well informed to build sustainable results.

Before forming Jensen Strategies, Erik was the Administration Department Director for the City of Hillsboro overseeing several organization-wide functions including city-wide projects (e.g., visioning, strategic planning, sustainability), legislative relations, community and media relations, and franchise management. Earlier, as a project manager for the same department, he led external and internal policy initiatives such as development and implementation of the international award-winning Hillsboro 2020 Vision. He led the process to develop the City's first operational strategic plan. Prior to the City of Hillsboro, Erik was a public affairs consultant with another firm where he facilitated public engagement processes for large, high-profile projects such as Portland CSO Program, and Oregon Arena Project. He has also held staff positions at the Oregon Legislature and political campaigns.

Erik has a Bachelor of Arts degree in Political Science from Lewis and Clark College and a Master of Public Administration degree from the University of Washington. He is a member of the International City/County Management Association (ICMA) and the Oregon City/County Management Association (OCCMA). Erik currently serves on the Alumni Boards of Lewis and Clark College and Shattuck/St. Mary's School (Faribault, MN).



## Ellen Conley, Of Counsel

Ellen Conley is Of Counsel with Jensen Strategies specializing in public manager recruitments, public finance, policy analysis, and executive management recruitment. She began working with the firm in 2014 and assists clients with recruiting public executives and high level financial and policy analysis. She also advises clients on human resource issues and processes.

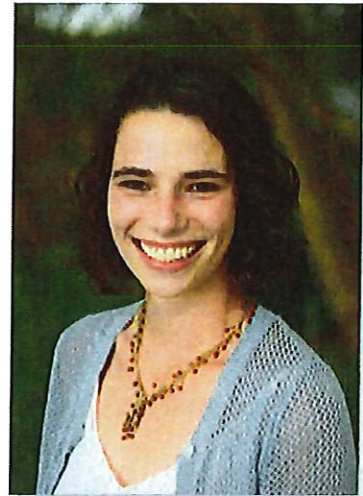


Ellen is the former Assistant City Manager for the City of Hillsboro where she oversaw multiple departments including Finance, Human Resources, Information Services, Parks & Recreation, and Library. Prior to Hillsboro, she was a Deputy County Administrator for Washington County with administrative responsibilities for the Departments of Land Use & Transportation, and Assessment & Taxation. In addition, she was charged with the development of the County's annual \$500 million budget. She has also held the positions of Assistant Finance Director and Administrative Analyst in other local government jurisdictions. Ellen has a Bachelor of Business Administration from Oregon State University and Master of Public Administration from Lewis and Clark College.

When Ellen isn't working, she enjoys the serenity of the outdoors around her rural Montana home. She spends her leisure time hiking, horseback riding, and rafting with her husband Doug and their two dogs.

## Amelia Wallace, Associate

Amelia Wallace, Associate, has been with Jensen Strategies since the Fall of 2020 providing recruitment support, facilitation, policy analysis, and product development for clients. She earned her Master of Public Administration (MPA) from the University of Washington Evans School of Public Policy & Governance in Seattle with a concentration on public financial management, local government service, and policy analysis.



Amelia is from the Tennessee Valley and earned her bachelor's in Politics with Honors from Oberlin College in Ohio. She started her career with three cycles of campaign organizing for local and statewide elections. While happily retired from campaigns, her experience organizing and training maintains her passion for civic engagement and community development. She also served as an AmeriCorps member building partnerships and running youth biking safety and Safe Routes to School programs.

While in Seattle, Amelia immersed herself in a variety of professional and academic activities. In her work, she served as the graduate intern for the City of Seattle Department of Transportation Curbside Management team providing parking policy research, supporting COVID-19 business relief efforts, and coordinating neighborhood engagement and communication about new Link light rail stations. In her final consulting project for her degree, she worked with the Seattle Office of Civil Rights to develop qualitative analysis data as part of the City's Race and Social Justice Initiative. Outside of class, she led the local University of Washington International City/County Management Association (ICMA) student chapter which offers an assortment of professional development events and networking opportunities including conferences and paid fellowship opportunities to support students' work with small cities across Washington state.

In her free time, Amelia loves being outside, whether that is hiking, doing yardwork, or learning about trees and plants. As a longtime craft "beertender," Amelia loves living in the Pacific Northwest and exploring new brews while enjoying her newfound love of Sounders soccer.

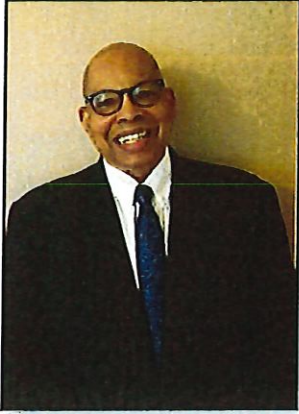
## Emily Rehder, Office Manager

Emily Rehder is the Office Manager for Jensen Strategies, LLC . She manages office operations, directs project support, coordinates marketing efforts, leads graphic design work, and oversees the firm's online presence including the website and social media.

Emily's experience as an office manager stems from running a successful supplemental education center for 11 years. Emily holds a Bachelor's of Arts degree in American Studies from UC Berkeley with an emphasis on Minorities in Education.

Originating from Garden Grove, CA, Emily moved to Oregon over a decade ago and enjoys the seasons and the beauty that the Pacific Northwest offers. She enjoys spending time with her family and dog, Lucy, traveling, reading, hiking, swimming, and wine tasting at all of the amazing Oregon wineries.





## **Isaac E. Dixon, PhD. SPHR**

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Isaac E. Dixon is the President of Vista HR Consulting and brings more than three decades of experience in the HR field to projects for his clients. He possesses in depth experience in the areas of recruitment and retention, employee and labor relations, coaching and performance management as well as diversity, equity and inclusion.

He served as the Associate Vice President for Human Resources at Portland State University and the AVP and Director Human Resources at Lewis and Clark College in Portland, Oregon.

Prior to moving into the world of higher education Isaac employed in HR for organizations such as Providence Health and Services, GE Capital, Pitney Bowes Financial Services and NIKE. He also served in human resources roles in federal, state and local government agencies.

Isaac received his BS degree in Business Administration at Warner Pacific College. He received his Masters of Arts degree at Marylhurst University in the Interdisciplinary Studies and his doctorate at Capella University in Organization and Management with an emphasis in Human Resources. He is an adjunct faculty member teaching HR related subjects at both Portland State University.

Isaac served on the board of directors of the College and University Professionals HR (CUPAHR) and the TIAA-CREF Advisory Council. He also served on the boards of the Society of Human Resources as well as the Human Resources Certification Institute.

He also believes in community service having served on the Oregon Commission on Black Affairs (appointed by the Governor), the City of Portland Fair Housing Committee (served as the chair), Board of Directors of the Urban League of Portland (2 terms as chair of the board), the Board of Governor's of the Oregon State Bar Association (public member), and the Portland Community College Foundation Board.

He lives in Portland with his wife Lauri and their menagerie of pets.

## **FEES AND EXPENSES**

**Professional Fee:** Jensen Strategies' fees includes all staff time, meetings and communication with the City, preparation of documents and advertisements, candidate profile development, application screening, communications with candidates, interviews, reference checks, candidate travel coordination, preparation/facilitation/moderation of stakeholder meetings and interview panels, and other tasks related to the recruitment. Our professional fees for the approach offered is:

Professional Fees: \$25,000

**Expenses:** Expenses are the responsibility of the City. Whenever possible, we will wait for your approval before incurring expenses. Though we tailor each recruitment to our clients' individual needs, expense items typically include:

- Fees for advertising the position online and in publications (typically less than \$1,800)
- Background checks for finalists (typically less than \$1,000 for up to four finalists)
- Document printing and binders (typically less than \$250)
- Graphic art design (typically less than \$1,000)
- Consultant travel expenses (mileage charged at current IRS mileage rate, lodging at \$150/night/person, travel time at \$40/hour)
- Out of state candidate travel for finalists (if beyond a designated distance) – if desired by the City (depending on number and distance, can range from \$500 to \$3,000)
- Contractual services to support department head interview panel (\$750)

Estimated expenses for this recruitment are estimated at \$5,000 plus any out of state candidate travel and lodging expenses if relevant.

Jensen Strategies will submit invoices to the City on a monthly basis for services rendered, with payment due in 30 days.

### **PROFESSIONAL LIABILITY INSURANCE**

Jensen Strategies carries a professional liability insurance policy through The Hanover Insurance Group in the amount of \$2 million.

### **GUARANTEE**

Jensen Strategies stands by our work. If the candidate selected by the City resigns or is terminated for cause within one year of the hire date, we will conduct replacement recruitments for no additional professional fee. In this event, the City would only be responsible for paying the expenses as outlined above associated with the additional recruitment. This guarantee also assumes that the selected candidate signs an employment agreement with the City prior to starting work.

# **Sample Recruitment Brochures**

**CITY MANAGER**  
City of Hood River, Oregon





# CITY MANAGER

Salary range \$130,000 - \$160,000 annually

*Plus excellent benefits*



## THE COMMUNITY

The City of Hood River, Oregon (population 8,565), seat of Hood River County, is located in the heart of the beautiful Columbia River Gorge National Scenic Area. Situated at the confluence of Hood River and Columbia River, just 30 miles north of Mt. Hood, the surrounding area offers a plethora of outdoor recreational sports activities including windsurfing, kayaking, mountain biking, hiking, fishing, golf, and hunting. Within the city, diverse culinary establishments, breweries, wineries, performing arts, and public art provide an appealing urban environment for residents and visitors. Proximity to the Portland metropolitan region also offers access to larger city amenities.

In addition to the beautiful environment, outdoor recreational opportunities, and the small-town character, there are many other local attractions bringing visitors to the area such as the renowned "Fruit Loop," a 35-mile scenic drive through orchards, forests, farmlands, and wine country. Annual festivals, such as the Hood River Blossom Festival and Hops Fest, as well as concerts, and sporting events attract tourists to the region.

Hood River has a quaint, yet vibrant feel, where residents are friendly and welcoming. It is a racially and culturally diverse community with 25 percent of residents representing Hispanic, Black, Asian, and indigenous populations. Residents have strong community pride, and many are active in their community. Families enjoy a high quality of life with a low crime rate, good schools, strong local economy, and excellent healthcare. In 2014, Livability.com named Hood River the fourth best small town in the nation in which to live.

### POPULATION

8,565

### BUDGET

\$54 Million

### FTE POSITIONS

70.1

### CITY DEPARTMENTS

Administration

Finance

Fire

Planning

Police

Public Works

Building

Engineering

Parks

Roads

Stormwater

Wastewater

Water

### COMMUNITY

Beautiful Natural Environment

National Scenic Area

Outdoor Recreation

Moderate Climate

Small-town Environment

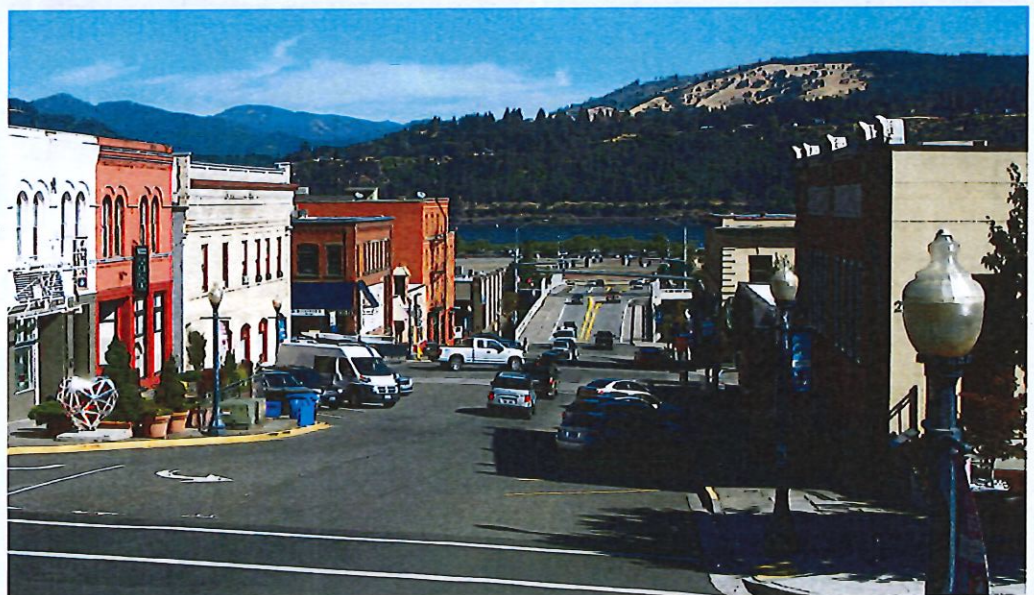
Diversity

Agriculture

Active Tourism

Community Pride

Civic Involvement



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Community outdoor recreation space in the City adds to the active and family-friendly ambience with 16 City-owned parks as well as other parks operated by Hood River Valley Parks and Recreation District, Hood River County, and the Port of Hood River. The climate is moderate, experiencing all four seasons with mild winters and warm summers.

## THE ORGANIZATION

The City of Hood River employs a council-manager form of government with the City Manager appointed by the City Council. The Mayor is elected at-large for a two-year term and six Councilors are elected at-large for four-year terms. The City of Hood River, a full-service city, is comprised of six departments including Administration, Finance, Fire, Planning, Police, and Public Works (building, engineering, parks, roads, stormwater, wastewater, water). The City employs 70.1 full-time employees, and its 2021-22 budget is \$54 million. In addition, the Urban Renewal Agency budget is \$7.9 million. Note: the current Fire Chief is retiring, and a recruitment process is underway. The next City Manager will be making the final candidate selection.



## THE POSITION

Under the collective direction and supervision of the City Council, the City Manager serves as the chief administrative officer of the city government and is responsible for implementing the policies enacted by the Council. The City Administrator assumes full leadership and accountability for all City operations, provides professional and expert guidance, spearheads long-term planning efforts, oversees implementation of the [City Council annual workplan](#) and serves as a critical link between the policy-making and operational functions of the City.

## THE IDEAL CANDIDATE

The ideal candidate possesses and has demonstrated the following attributes:

- **Strong leadership and management abilities** to provide clear direction, effectively manage multiple departments and initiatives, develop and inspire staff, and build a professional, high-functioning organization. An ability to envision and facilitate organizational change to meet contemporary service delivery needs and efficiencies is important. As a leader, an ability to help the organization envision, plan, and address long-term challenges is essential. Experience in working with unions is helpful. An ability to effectively plan for and address long-term growth is essential. The City Manager should value and practice teamwork, collaboration, transparency, equity, inclusivity, and accountability with staff.
  - **Demonstrate responsiveness, accessibility, inclusivity, and collaboration working with the City Council** as the City's policy making body. Be proactive and effective in communicating and addressing policy or other issues important to the Council. An ability to communicate with verbal and written clarity is expected. Maintaining collaborative relationships with all Council members through regular and detailed communication is expected. Enable and facilitate effective and informed Council decision-making processes. Be actively aware of the City's operations and legal obligations. The City Manager should provide expertise to assist the City Council in fulfilling their governing body role.
-



- **Experience in community development planning** to address growth and maintain long-term quality of life goals. The City Manager should have experience in planning and implementing successful long-term initiatives to revitalize communities. Familiarity with housing affordability, accessibility, and supply issues will be helpful to inform and lead policy development in these areas. Understanding of Oregon land use planning, smart growth, and environmental sustainability is desired. An ability to facilitate community development initiatives with collaboration, inclusivity, and transparency is essential.
- **Ability to maintain, strengthen, and expand the City's community engagement** approaches that foster inclusive community involvement particularly with underrepresented communities. Use approaches that support, facilitate, and encourage citizen engagement in city decision making, and uphold the principles of transparency, inclusion, and public participation. The City Manager should also be engaged, visible, and active in the community respecting of all perspectives, open-minded, a listener, and approachable by all citizens. A commitment to accessibility, transparency, openness, and timeliness, when communicating with all individuals or groups is important. Employing an even-handed approach to differing views and interests will be critical.
- **An appreciation and understanding of the principles and issues related to racial and social equity** is imperative. Experience in operational and policy development approaches that cultivate greater racial and social equity within the City organization and with the community is desired. Demonstrated experience building community engagement relationships with underrepresented communities and managing departmental equity assessments and trainings is helpful.
- **Strong public finance skills** are important and experience with Oregon budget laws and requirements is helpful. The City Manager is expected to be able to take a comprehensive financial planning approach that integrates with City's long-term workplan.
- **Knowledge and experience in infrastructure planning, maintenance, construction, and funding** to manage current and planned sewer, stormwater, water supply, and transportation projects is important. Experience in public facilities' planning and management is essential. The City Manager must have an understanding and ability to engage community and inter-governmental interests in project planning and implementation. Familiarity with energy sustainability approaches and other measures to reduce contributions to climate change is desired.

- **An ability to foster and maintain collaborative and effective intergovernmental working relationships** including with state, peer local governments, and other public service providers to identify and take advantage of mutually beneficial cooperation opportunities. The City Manager needs to be able to navigate complex roles and responsibilities related to public services between agencies.
- **A genuine appreciation** for the unique attributes that make Hood River a friendly town with a strong sense of community. The City Manager should appreciate and embrace these attributes and be an active member of the community.
- **Understanding of the Council-Manager form of government** and the proper roles of bodies and individuals within such governments. Help ensure the City Council, staff, and advisory bodies are all operating effectively with each other and within legally defined roles.

## POLICY PRIORITIES

The City Manager will be expected to support, facilitate, and/or implement the following policy priorities for the City:

- **Housing and Community Development**

Over the last several years, the City Council has prioritized and worked toward addressing the lack of housing supply and diversity in the community. Expanding the accessibility and attainability of housing for residents and workers is an ongoing commitment for the City. Specifically, providing affordable housing options is a central policy area the City Manager will be expected to facilitate and champion. The City is currently seeking to promote and foster development of low- and middle-income housing including the Rand Road housing project. The City also has several active Urban Renewal Districts and is considering additional designations to address growth needs.

- **Diversity, Equity, and Inclusion**

In August 2020, the Hood River City Council passed Resolution 2020-13 for Racial and Social Equity.



The resolution supports systemic change toward eliminating instances of bias and racial/social equity barriers in City programs and services. It also commits the City to eliminating racial and social inequities within the staff, volunteers, and elected officials. The next City Manager will be expected to embrace the tenets and intent of the resolution. In addition, the Manager will need to lead the City's efforts toward tangible and meaningful progress in this area.

▪ **Infrastructure Improvement Projects**

The City is currently planning and implementing a broad range of major sewer, stormwater, water, and streets projects to update systems and address growth issues. The next City Manager will oversee and help obtain financing for \$50 million of planned sewer/stormwater system improvement projects as well as other infrastructure needs such as streets and water supply. These projects include updates to the wastewater treatment plant, pre-treatment approaches with businesses, a \$6.7 million waterfront stormwater system update, as well as replacing all leaded pipe joints. There are also road and intersection improvements in progress. The City Manager will be expected to lead efforts to address downtown parking issues working with businesses and residents.

▪ **Community Engagement**

The City of Hood River places great importance on community engagement. It will be important for the next City Manager to continue this priority while striving to increase inclusivity, and equity in citizen participation with the City. The City Manager will be expected to promote, foster, and enhance community outreach, particularly to engage underrepresented communities. In addition, ensuring community awareness and engagement in key policy decisions and major projects will be important.

**EDUCATION/EXPERIENCE**

A Bachelor's degree in Public Administration, Planning, Political Science, or a related field, and at least five years of upper-level local government management experience is required. An advanced degree in Public Administration or a related field, and at least ten years of increasingly responsible experience. Experience and/or training in housing policy, community engagement, public infrastructure management, and union relations is desired.



**RECRUITMENT PROCESS**

**Applications Due**

July 28, 2021

**Online Video Semi-Finalist Interviews**

Week of August 2, 2021

**Finalist Interviews and Selection**

Week of September 6, 2021

**For additional details, application materials, and instructions on how to apply, please visit**

[www.jensenstrategies.com/recruitment/hoodrivercitymanager](http://www.jensenstrategies.com/recruitment/hoodrivercitymanager)

Questions may be directed to:

Erik Jensen, Jensen Strategies, LLC  
503-477-8312 or [erik@jensenstrategies.com](mailto:erik@jensenstrategies.com)



*The City of Hood River is an  
Equal Opportunity Employer.*

# CITY MANAGER

Cannon Beach • Oregon





POPULATION: 1,710

BUDGET: \$17 MILLION

36.45 FTE

#### CITY DEPARTMENTS

- Executive
- Planning
- Police
- Finance
- IT
- Public Works

#### COMMUNITY PROGRAMS

- Haystack Rock Awareness Program
- Farmers Market

#### PLUS

- Stunning beaches
- Natural splendor
- Vibrant arts community
- Gourmet food and drink
- Community spirit
- Civic involvement



JENSEN STRATEGIES

# CITY MANAGER

\$115,000 to \$130,000

plus housing allowance and excellent benefits

Where the mountains meet the sea, Cannon Beach is a charming village nestled next to the awe-inspiring Pacific Ocean and the towering conifers of Ecola State Park on the North Oregon Coast. Located an **hour west of the Portland metro area**, the village (population 1,710) is **one of Oregon's most popular tourist destinations** thanks to its unparalleled beaches, thriving arts community, boutique stores, quality restaurants and brewpubs, and boundless recreation opportunities. The city, home of the iconic Haystack Rock, was deservedly listed by *National Geographic* as one of the **100 Most Beautiful Places** and **21 Best Beaches in the World**.

Cannon Beach is a close-knit village whose residents care deeply about their community. **Volunteerism and public involvement** are hallmarks of the town, with strong support for local non-profit organizations, an ethos of **environmental stewardship**, and robust participation in public policy development processes. Community spirit runs deep, and residents enjoy their **high quality of life** and status as one of the **safest cities in the state**. With its festive atmosphere, Cannon Beach is home to numerous prominent events including the Cannon Beach Sandcastle Contest, Savor Cannon Beach, the Stormy Weather Arts Festival, and Haystack Holidays.



# overview

## THE ORGANIZATION

The City of Cannon Beach employs a **council-manager form of government**. Four Councilors and the Mayor are elected at-large for four-year terms, with a limit of eight years continuous service per member. The City employs 36.45 full-time employees and its 2017-18 budget is approximately \$17 million. Departments include Executive, Planning, Police, Finance, IT, and Public Works, as well as community programs including the Farmers Market and the Haystack Rock Awareness Program. Fire service is provided by the Cannon Beach Rural Fire Protection District.



## THE POSITION

Under the collective direction and supervision of the City Council, the City Manager serves as the **chief executive officer** of the City and is responsible for implementing the policies enacted by the Council. The City Manager assumes **accountability for all City operations**, provides leadership and expert guidance, spearheads long-term planning efforts, and serves as a critical link between the policy-making and operational functions of the City.



# ideal candidate

## THE IDEAL CANDIDATE

The ideal candidate possesses and has demonstrated the following attributes:

- **A genuine appreciation** for the unique qualities that make Cannon Beach a charming seaside village, including the breathtaking natural surroundings, ethos of environmental stewardship, vibrant arts community, numerous shops and restaurants, and thriving community atmosphere. **Choosing to live in the city** is one way to demonstrate the City Manager's recognition of the community's many virtues and a commitment to protecting and enhancing them in the future.
  - Support for **meaningful citizen engagement** in policy development processes and commitment to the principles of **transparency, inclusion, and public participation**. Cannon Beach citizens are passionate about their community and are active in civic decision-making. The numerous City boards, commissions, and committees play a key role in advising the City Council on policy matters.
  - Commitment to **active involvement in the community** through participating in local organizations, developing relationships, and being actively visible around town.
- An ability to be **approachable** by all citizens, **respectful** of all perspectives and viewpoints, and **even-handed** in approaching differing views and interests is critical. The City Manager should be dedicated to updating and informing the community on City policy and operational issues, and maintaining a **collaborative approach** toward working with the business community, individual homeowners, and other community organizations, including the Chamber of Commerce, arts, and historical associations. An inclination toward **consensus-building**, and a willingness to enforce unpopular decisions when necessary will be important.
- Ability to **keep the Council fully informed** of current and future issues, adhering to a principle of 'no surprises.' A commitment to building positive, **collaborative relationships with all Councilors**, and engaging in frequent and open communication through email, phone, and in-person meetings is vital. The City Manager must keep the Council updated on **City operations**, provide accurate and complete **analysis of choices** before the Council, and assist the Council in **long-term policy planning**.



# ideal candidate

- **Thorough understanding of the council-manager form of government** and the proper roles of bodies and individuals within such governments. The City Manager will be expected to help ensure the City Council, staff, and advisory bodies are operating effectively with each other and within their defined roles.
- Capacity to **effectively represent the City** with numerous intergovernmental groups including Clatsop County, Seaside School District, Cannon Beach Fire and Rescue, Sunset Empire Transportation District, State agencies, and other regional partners. The City Manager will need to **actively cooperate** with such groups while protecting the City's interests.
- Excellent communication skills. An ability to **write in a clear and articulate manner** and **speak effectively** with large and small groups will be essential. The City Manager should be committed to open communication with all parties, including City officials, staff, and citizens, and timely responsiveness to questions and input.
- Experience **developing public infrastructure**. The City Manager will help plan for the future of City-owned facilities and properties, such as the South Wind property.
- Solid **budgeting and finance abilities** and proficiency with Oregon budget laws and requirements. The City Manager must be able to **prioritize the financial needs** of operations and programs effectively, and be proficient in collecting and allocating transient room tax funds, which is a central component of the City's revenue base.
- **Interpersonal staff relations skills** and a commitment to creating a positive work environment and **cultivating excellence in employees**. The City Manager must employ skills related to coaching and staff development, including an ability to delegate tasks while holding employees accountable. A commitment to being publicly supportive of staff, and willing to face criticism on their behalf and insulate them from undue influence is important. The City Manager should be able to actively listen to staff and incorporate their input into decision-making. A management approach incorporating interdepartmental communication and coordination is necessary.
- **Strong management and leadership skills** and an ability to provide clear direction, effectively manage multiple departments and initiatives, develop and inspire staff, and build an outstanding organization. The City Manager should be able to effectively plan for and address long-term challenges, and should have an open, engaging personal style with a good sense of humor. A willingness to **make difficult decisions when necessary** and demonstrate a **commitment to neutrality and fairness** will be essential. The City Manager must be e-literate and supportive of the use of technology to make government efficient and accessible for citizens. Specific experience in Oregon land use law, Oregon municipal finance regulations, Oregon public meeting/re-cords laws, and public works administration is needed.

## EXPERIENCE AND EDUCATION

*A bachelor's degree in public administration or a related field, and at least five years of upper-level local government management experience is required. An advanced degree in public administration or a related field, and at least eight years of city management experience, including in small, tourism-dependent communities with significant seasonal population changes, is preferred. Professional credentialing, such as through ICMA, is also preferred.*

## RECRUITMENT PROCESS

**Review of Applications**  
Sept 9, 2017

**Preliminary Phone  
Interviews**  
Week of Sept 18, 2017

**Semi-Finalist  
Interviews**  
Week of Oct 9, 2017

**Finalist Interviews  
and Selection**  
Week of Nov 6, 2017



*The City of Cannon Beach  
is an Equal Opportunity  
Employer.*

For additional details,  
application materials,  
and instructions on how  
to apply, please visit  
[www.jensen-strategies.com/municipal-manager-recruitment](http://www.jensen-strategies.com/municipal-manager-recruitment)

**Questions may be  
directed to:**

Jeff Aprati  
Jensen Strategies, LLC  
503-477-8847  
[jeff@jensen-strategies.com](mailto:jeff@jensen-strategies.com)

*Photos courtesy of  
Councilor George Vetter*



JENSEN STRATEGIES

## POLICY PRIORITIES

### • **Community Character Preservation**

Given the importance of ambiance, environment, and overall 'feel' to the community's success, the City has made preserving these characteristics a central priority. The City endeavors to protect its natural resources and support the needs of its residents while also facilitating tourism. The City Manager's understanding and adherence to the City's established Comprehensive Plan will be of high importance, rather than pursuit of growth or expansion.

### • **Ecola Creek Forest Reserve**

The Ecola Creek Forest Reserve consists of approximately 1,040 acres of City-owned property in the Lower Ecola Creek watershed, including the springs that are the City's primary water source. The City Manager will help manage the Reserve with the goals of restoring the ecological integrity of the forest ecosystem and habitats, and preserving and enhancing municipal water quality. Passive recreation opportunities will also be provided in a manner compatible with these priorities.

### • **South Wind Property**

The City owns a 58-acre parcel known as the South Wind property, which represents an important opportunity for locating future critical and essential public buildings outside the tsunami inundation zone. The City Manager will need to help ensure that any future physical or financial planning for this site is conducted in a thoughtful, holistic, and inclusive manner.

### • **Strategic Plan Implementation**

Implementation of the five-year City of Cannon Beach Strategic Plan will be a primary focus of the City Manager. Components of the plan are as follows:

### ***Affordable housing***

Though the local economy, as well as City services, are dependent on employees who are invested in the community, only a small percentage of the City's workforce can afford to live in the city they serve. The City has made a long-term commitment to address the affordable housing shortage.

### ***Emergency preparedness***

Cannon Beach lies directly inshore from the Cascadia Subduction Zone and is impacted by periodic powerful Pacific storms. The City is dedicated to becoming a resilient and safety-focused community, and is actively exploring options for moving critical facilities and infrastructure out of the tsunami inundation zone.

### ***Infrastructure***

The City is committed to taking the steps necessary to sustain its extensive yet aging infrastructure network into the future. It is an ongoing challenge to deliver City services to residents, businesses, and the increasing number of tourists visiting the community each year. Current user rates do not cover the base cost of operating these services, let alone the maintenance and capital investments that will be needed in the long-term.

### ***Relationship with community***

The City Council and staff are focused on strengthening citizen confidence in city government, and on building and maintaining trust between the City and the community.

### ***Effective government***

The City has pledged to take active and ongoing steps to ensure it can continue to deliver excellent customer service for residents and visitors, manage risk, and demonstrate accountability.



**JENSEN STRATEGIES**

**(503) 477-5615**

1750 S Harbor Way,  
Suite 350  
Portland, OR  
97201

[www.jensenstrategies.com](http://www.jensenstrategies.com)

