



CITY OF SEASIDE CITY COUNCIL AGENDA

Monday, June 12, 2023

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

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

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

CITY COUNCIL WORK SESSION: 5:30 PM

1. Discussion of Land Acknowledgment {30 min}

CITY COUNCIL MEETING: 6:00 PM

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **APPROVAL OF AGENDA**
5. **PROCLAMATION**
 - a) JUNETEENTH
 - b) FLAG DAY
6. **PUBLIC COMMENTS** Members of the public may use this time to provide comments to the City Council on items that are not scheduled on this agenda for a public hearing or public comment. Speaking time is limited to three minutes.
7. **DECLARATION OF POTENTIAL CONFLICT OF INTEREST**
8. **CONSENT AGENDA**
 - a) PAYMENT OF THE BILLS - \$390,632.16
 - b) APPROVAL OF MINUTES – May 22, 2023

9. **REPORTS AND PRESENTATIONS:**

- a) SEASIDE LIBRARY ANNUAL REPORT

10. **CITY OF SEASIDE BOARDS, COMMISSIONS, AND COMMITTEES: None**

11. **UNFINISHED BUSINESS: None**

12. **NEW BUSINESS:**

- a) LIQUOR LICENSE APPLICATION FULL ON PREMISES – RESTAURANTE RAMOS, LLC, 1445 S. ROOSEVELT DR. (OWNER: SANTOS RAMOS)

- b) APPROVAL: INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF SEASIDE AND SEASIDE RURAL FIRE DISTRICT

- c) PUBLIC HEARING RESOLUTION #4018 – A RESOLUTION OF THE CITY OF SEASIDE OREGON, DECLARING THE CITY’S ELECTION TO RECEIVE STATE REVENUE SHARING

- OPEN PUBLIC HEARING
- CLOSE PUBLIC HEARING
- COUNCIL COMMENTS
- MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
- MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- d) APPROVAL: BID LOWER COHO CREEK FISH PASSAGE PROJECT

- e) RESOLUTION #4019 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ESTABLISHING THE SEASIDE FIRE & RESCUE AMBULANCE SERVICE FEES

- OPEN PUBLIC COMMENTS
- COUNCIL COMMENTS
- MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
- MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- f) RESOLUTION #4020 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AUTHORIZING THE CREATION OF A FIRE LEVY FUND

- OPEN PUBLIC COMMENTS
- COUNCIL COMMENTS
- MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
- MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

- g) RESOLUTION #4021 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, AUTHORIZING THE CREATION OF A TOURISM ACTIVITIES FUND

- OPEN PUBLIC COMMENTS
- COUNCIL COMMENTS
- MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED

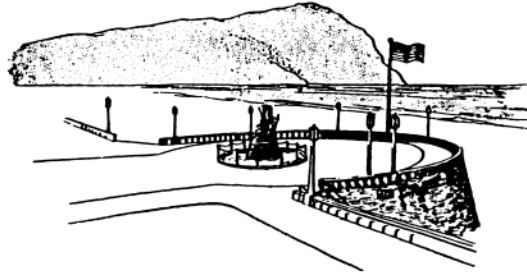
- MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED
- h) PUBLIC HEARING ORDINANCE 2023-04 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 32 OF THE SEASIDE CODE OF ORDINANCES REGARDING TRANSIENT ROOM TAX (First Reading) (Second Reading Council Discretion)
 - OPEN PUBLIC HEARING
 - CLOSE PUBLIC HEARING
 - COUNCIL COMMENTS
 - MOTION FOR FIRST READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - COUNCIL DISCRETION - MOTION FOR SECOND READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
- j) APPROVAL: COMMENT ON CHANGES TO NATIONAL FLOOD INSURANCE PROGRAM IN OREGON
- k) APPROVAL: LICENSING AGREEMENT FOR A PORTION OF 21ST AVENUE ADJACENT TO 2051 N. ROOSEVELT
- 13. **COMMENTS FROM CITY STAFF**
- 14. **COMMENTS FROM THE COUNCIL**
- 15. **RECESS INTO EXECUTIVE SESSION IN ACCORDANCE WITH ORS 192.660 (2) (e) REGARDING DELIBERATIONS WITH PERSONS DESIGNATED TO NEGOTIATE REAL PROPERTY TRANSACTIONS**
- 16. **RECONVENE INTO REGULAR SESSION – COUNCIL ACTION IF ANY REGARDING EXECUTIVE SESSION IN ACCORDANCE WITH ORS 192.660 (2) (e) NEGOTIATE REAL PROPERTY TRANSACTIONS**
- 17. **ADJOURNMENT**

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

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

CITY OF SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT



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

PROCLAMATION

Whereas, the Emancipation Proclamation, was an executive order issued by President Abraham Lincoln on September 22, 1862, effective January 1, 1863, that freed approximately 3.5 million slaves in the Confederate states; and

Whereas, while President Abraham Lincoln had officially freed the slaves, enforcement of this order became difficult to enforce in areas where there were few Union soldiers. Texas, in particular, remained unaffected, as it was geographically isolated from Union troops and thus was the last confederate state to have the proclamation announced; and

Whereas, many slave owners moved to Texas looking to not be affected by the enforcement of the proclamation. By the end of the Civil War on April 9, 1865, the number of slaves in Texas had increased by tens of thousands, despite the proclamation; and

Whereas, on June 19, 1865, Major General Gordon Granger from the Headquarters District of Texas in Galveston, with more than 2,000 Union troops, traveled to every county in Texas informing the people that all slaves were free; and

Whereas, the Juneteenth celebration was started a year later in Texas to celebrate the importance of June 19 with the announcement that slavery had been abolished. It was from this celebration that Juneteenth ("June" combined with "nineteenth") was born; and

Whereas, traditions include public readings of the Emancipation Proclamation, singing traditional songs such as "Swing Low, Sweet Chariot" and "Lift Every Voice and Sing", and reading of works by noted African-American writers such as Ralph Ellison and Maya Angelou, as well as sharing of slave food delicacies, including the barbecue pit, and certain foods that became popular and synonymous with Juneteenth celebrations, such as strawberry soda-pop.

NOW THEREFORE, I, Steve Wright, Mayor of the City of Seaside, do hereby proclaim June 19, 2023, as a

CELEBRATION OF JUNETEENTH

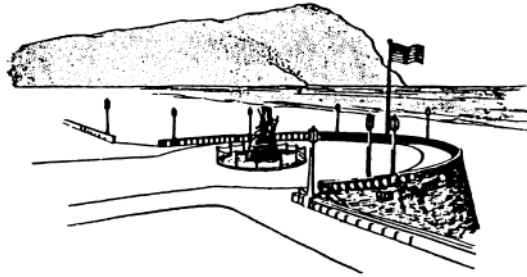
and encourage all citizens to join with our neighbors and the African American community to celebrate this day.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 12th day June, 2023.

STEVE WRIGHT, MAYOR

CITY OF SEASIDE

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



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

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

Whereas, by act of Congress of the United States dated June 14, 1777, the first official flag of the United States was adopted; and

Whereas, by act of Congress dated August 3, 1949, "National Flag Day" was designated each year as June 14; and

Whereas, the Congress has requested the President to issue annually a proclamation designating the week in which June 14 occurs as National Flag Week; and

Whereas, Flag Day celebrates our nation's symbol of unity, a democracy in a republic, and stands for our country's devotion to freedom, to the rule of all, and to equal rights for all; and

Whereas, Americans are a diverse people, but are united by what we believe: that all people are created equal; that all deserve to live in freedom; and

Whereas, we pay our respect to all the veterans who have served the armed forces of their country.

NOW, THEREFORE, I Steve Wright, the Mayor of the City of Seaside, in the State of Oregon, do hereby proclaim June 14, 2023, as

FLAG DAY IN SEASIDE, OREGON

and urge all citizens of Seaside to honor our Flag and Nation, on Wednesday, June 14th.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 12th day of June 2023.

STEVE WRIGHT, MAYOR



CITY OF SEASIDE CITY COUNCIL

DRAFT MEETING MINUTES

City Hall, 989 Broadway, Seaside, OR 97138

Monday, May 22, 2023

Work Session 5:00 PM

I. Discussion of 19th Avenue Street Vacation Request

Community Development Director Flory stated there was a request received from LKL Properties to vacate a portion of 19th Avenue from N. Franklin to N. Columbia and is currently undeveloped.

The Applicant LKL Properties explained the proposed street vacation and the plan for development of 19th Avenue.

The City Council discussed the request and gave feedback to the property owners that the City Council may be interested in vacating the street if the property owners could find ways to provide public parking and public access to the beach and estuary.

II. Discussion on Amendments to Rules of Procedure and Conduct Guidelines for Governing Council Members

No discussion of Amendments to Rules of Procedure and Conduct Guidelines for Governing Council Members.

III. Discussion of Current/Future Agenda Items

No discussion of current/future agenda items.

City Council Meeting 6:00 PM

I. Call to Order and Pledge of Allegiance

II. Roll Call

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

Staff Members	
Spencer Kyle, City Manager	Jeff Flory, Community Dev. Director
Jon Rahl, Assistant City Manager	Mike Dimmick, Public Works Director
Kim Jordan, City Recorder	Brian Owen, Convention Center Gen. Mgr.

Visitors in Chambers (attendance sheet)	Visitors on Zoom
Rick Bowers	
Nelle Moffit	
Brian and Linda Poggi	
Deanna Mancil	

Tom and Pam Schwenzer	
Pam Bierly	
Linda Iles	
Mike Martin	
Bruce Rosebrock	
Ronald Graham	
Marcus Runkle	
Tyler Evans	
Michael Starr	
Jerry and Man Markle	
Deanna Evans	
Gerri Lane	
Mary Blake	
Marilynn Blacketer	
Stephen Warner	
Duane Thompson	
Sam Rudd	
Nathan Smith	
Michael Hinton	
Chris and Jim Kuhn	
Su Coddington	
Michael Conger	
Carrie and Greg Bond	
Nancy Holmes	
David Bailey	
Suzanna Kruger	
Clare Mitchell	

III. [Approval of Agenda](#)

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

IV. [Proclamations](#)

A. [Pride Month](#)

Marcus Runkle addressed the City Council regarding Pride Month.

Councilor Montero read the Proclamation for Pride Month.

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

Rick Bower addressed the City Council regarding affordable housing.

Max Justice addressed the City Council regarding the 19th Street Vacation.

Deanne Mancill addressed the City Council regarding the Necanicum Estuary Park.

Marilynn Blacketer addressed the City Council regarding the Necanicum Estuary Park.

Tom Schwenzer addressed the City Council regarding the 19th Street Vacation.

Mary Blake addressed the City Council regarding the Necanicum Estuary Park.

Pam Bierly addressed the City Council regarding the Necanicum Estuary Park.

David Bailey addressed the City Council regarding the Necanicum Estuary Park.

VI. Declaration of Potential Conflict of Interest

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

Councilor Morrisey declared a potential conflict of interest regarding Helping Hands request for funding and would recuse himself from voting and discussions.

Mayor Wright disclosed but did not think it would be a conflict, regarding agenda item 12d, that he was the president of the board of directors of a city owned property, leased by the Seaside Museum which is under this landscaping contract.

VII. Consent Agenda

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

VIII. Reports and Presentations

A. Seaside Civic and Convention Center Annual Report

Convention Center General Manager Owen presented the Seaside Civic and Convention Center Annual Report.

IX. City of Seaside Boards, Commissions, and Committees

A. Vacancy Building Board of Appeals (**3 Vacancies**)

There were three vacancies on the Building Board of Appeals.

B. Vacancy Parks Advisory Committee (**3 Vacancies – 3 Term Expirations**)

Motion:	Move to appoint Mary Blake, William Montero, and Daffne Alvarez to the Parks Advisory Committee.			
Moved:	Horning			
Seconded:	Montero			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays:	Absent:	Recused:
Passed:	7/0	0	0	0

X. Unfinished Business

- A. Public Hearing Ordinance 2023-03 – An Ordinance of the City Council of the City of Seaside, Oregon, Pursuant to ORS 223.112-223.132, setting a Public Hearing, Extending the Term of the Assessment District for Economic Improvement, known as the “Downtown Maintenance District”, Repealing Ordinance 2022-05 and all Ordinances in Conflict

Mayor Wright stated this was for the assessment for the downtown and the rate. Mayor Wright opened the public hearing, there were no comments.

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

Motion:	Moved seeing no input, or anybody not in favor of this that we read by title only third reading Ordinance 2023-03.			
Moved:	Frank			
Seconded:	Posalski			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

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

Roll Call Vote	
Steve Wright, Mayor	Y
David Posalski, Council President	Y
Tita Montero	Y
Tom Horning	Y
Randy Frank	Y
Seth Morrisey	Y
Steve Dillard	Y

XI. New Business

- A. Liquor License Application Limited On Premises. Studio 138, 810 Broadway, (Owner: Carrie Bond)

Studio 138 Owner Carrie Bond addressed the City Council regarding the liquor license application.

Motion:	Move we approve the liquor license for Studio 138.			
Moved:	Morrisey			
Seconded:	Frank			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

B. [Approval: Helping Hands Request for Release of Funding.](#)

Alan Evans addressed the City Council regarding the request for release of funding granted to Helping Hands for \$25,000.00.

The City Council discussed the request for the release of the funding that was granted to Helping Hands.

Motion:	Move to release the funding to Helping Hands.			
Moved:	Posalski			
Seconded:	Dillard			
Ayes:	Wright, Horning, Dillard, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 1
Passed:	6/0			

C. [Public Hearing Resolution 4017 – A Resolution of the City of Seaside, Oregon, Amending the City of Seaside Building Fees.](#)

Community Development Director Flory explained Resolution 4017 and the amended City of Seaside Building Fees.

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

Motion:	Move to read Resolution 4017 by title only.			
Moved:	Frank			
Seconded:	Morrisey			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

Motion:	Move to adopt Resolution 4017.			
Moved:	Frank			
Seconded:	Morrisey			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

D. [Approval: Bid for Landscape Maintenance City of Seaside Facilities.](#)

There was one bid received from Nature Helper for the Landscape Maintenance Seaside Facilities.

Motion:	Move to approve the bid for Landscape Maintenance to Nature's Helper.			
Moved:	Posalski			
Seconded:	Morrisey			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

E. [Approval: City Council Strategic Blueprint 2023](#)

City Manager Kyle stated the Coraggio Group drafted the City Council's strategic blueprint for priorities. The goals are to be completed by January 2025 and will be used to develop the budget for the next two years.

Motion:	Move the City of Seaside approve the Strategic Blueprint 2023 as provided in the packet.			
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Moved:	Frank			
Seconded:	Montero			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

F. Approval: City of Seaside Branding

City Manager Kyle explained the City began the process to update the City business logo as part of a comprehensive branding strategy and the goal was to create a logo that represented the City. The City Council gave the branding company Lookout direction on a preferred design for Tillamook Head. Based on the feedback and direction, Lookout prepared options for consideration as outlined in the staff report.

The City Council discussed the options outlined in the staff report and made a decision to select the right-side logo with the gray.

Motion:	Move to approve the right gray Logo.			
Moved:	Frank			
Seconded:	Morrisey			
Ayes:	Wright, Horning, Dillard, Morrisey, Frank, Posalski, Montero	Nays: 0	Absent: 0	Recused: 0
Passed:	7/0			

XII. Comments from City Staff and Partner Organizations

Public Works Director Mike Dimmick updated the City Council on the Highway 101 project.

Wally Carl, Seaside Resident addressed the homelessness.

Kerri Lambert, Seaside Downtown Development Association, updated the City Council regarding the Wine Walk and Seaside Flower Baskets.

City Manager Kyle introduced the Library Director, Jennifer Reading.

Library Director Reading updated the City Council regarding the Seaside Library.

Assistant City Manager Rahl updated the City Council on the lifeguards and alternate routes for the Highway 101 project.

XIII. Comments from City Council

Councilor Horning commented on the Estuary Project.

Councilor Frank updated the City Council regarding the Airport Committee, and a citizen complaint regarding litter in Seaside and possible signage.

Councilor Morrisey commented on the Tourism Advisory Committee grant recipients.

Councilor Montero commented on touring the Water Treatment Plant and the Seaside Watershed, and announced coffee with Councilor Montero on Thursday.

Council President Posalski commented on visiting Washington DC and meeting with the legislative staff on Seaside's priorities.

Mayor Wright commented on the Water Quality report 2022 for Seaside. Seaside City Hall will host the Chamber of Commerce meeting on May 31, 2023.

- XIV. City Council recessed into Executive Sessions at 7:57 PM in Accordance with ORS 192.660 (2) (e) Regarding Deliberations with Persons Designated to Negotiate Real Property Transactions
- XV. City Council reconvened into Regular Session at 8:57 PM – Council action if any regarding Executive Session in Accordance with ORS 192.660 (2) (e),
- XVI. Adjourn City Council Meeting 8:57 PM.

Approved by Council on: _____

Minutes prepared by: _____
Kim Jordan, City Recorder

STEVE WRIGHT, Mayor



Annual Report 2021 - 2022

Jennifer Reading, Library Director
Presented to the Seaside City Council
June 12, 2023

Telling Our Story

- Who We Are
- Our Story Through the Numbers*
- Technology Updates
- Community Engagement

*Data retrieved from State Library of Oregon: Public Library Statistics
<https://www.oregon.gov/library/libraries/pages/statistics.aspx>



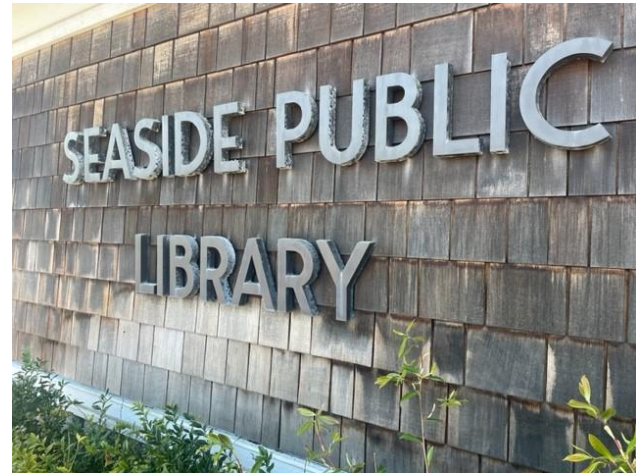
Who We Are

Library Staff

- Jennifer Reading, Director
- Josh Moorman, Assistant Director
- Dan Cawley, Materials and Acquisitions
- Marian Rose, Youth Librarian
- Connie Word, Interlibrary Loans
- Alexander Cockrum, Tech Assistant
- Susan Park, Front Desk
- Anna Rider, Front Desk
- Barbara Dilley, WOW Outreach

Library Volunteers (2021 - 2022)

- Jessica Carmen
- Genesis Kelley
- Austin Smith
- Joyce Balint
- Omar Yousef
- Dylan Millirin
- Carol Greco
- Dan Hamilton
- Joyce Hunt
- Linda Bjornstad
- Mikah Whittaker
- Hyrum Shakespear



Library Boards and Committees (2021 - 2022)

- **Library Advisory Board**

- Tess Ratty (Chair)
- Kathleen Teeple
- Eve Marx
- Cheryl Adamscheck
- Meagan Hughes

- **Friends of the Library**

- Roni Rose (President)
- Nancy Zenk (Vice President)
- Hugh Kerwin
- Nancy Taggard
- Pat Lehman
- Violet Schad

- **Library Foundation**

- Jeremy Rust (Chair)
- Melissa Ousley
- Cristine Shade
- Jim Shipley
- Leah Griffith
- Teresa Simplot
- James Beasley

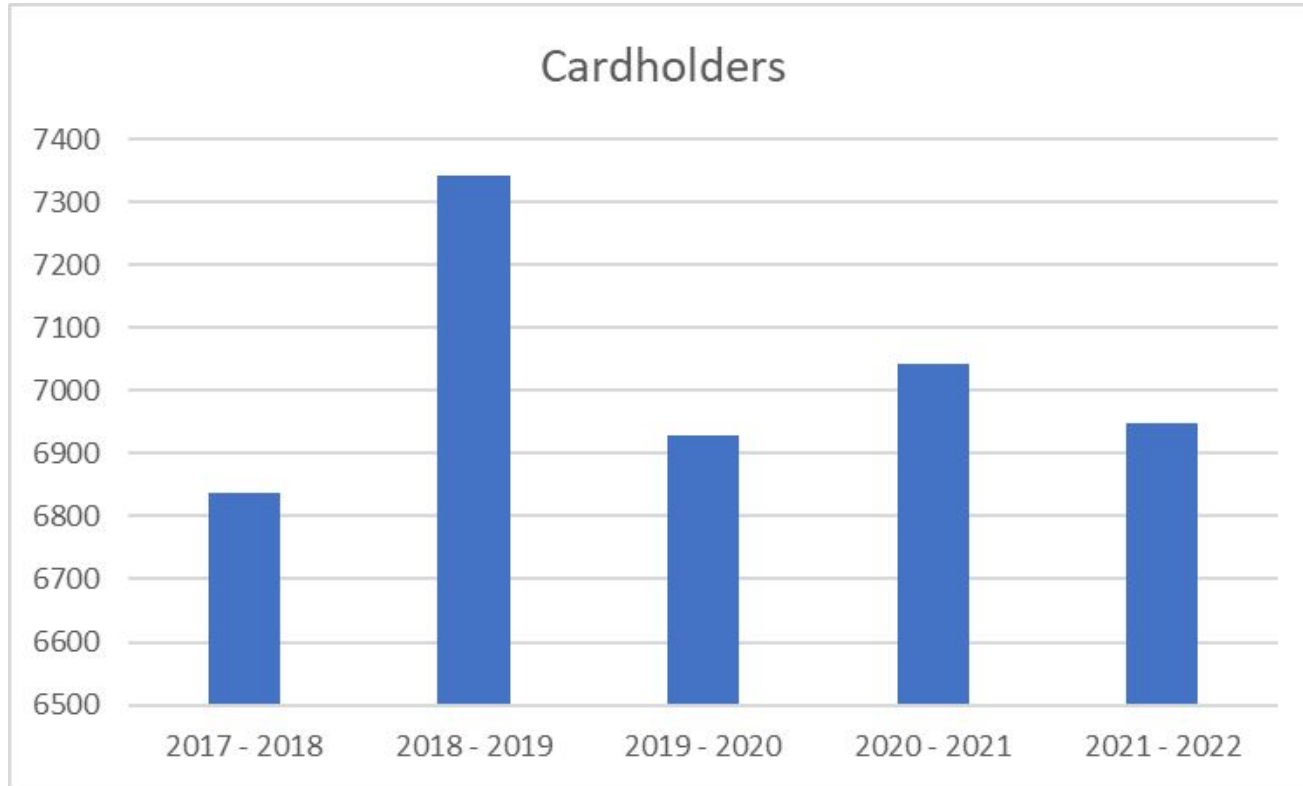
- **Library Art Committee**

- Tess Ratty
- Nancy Berry
- Linda Wyss
- Josh Moorman
- Esther Moberg

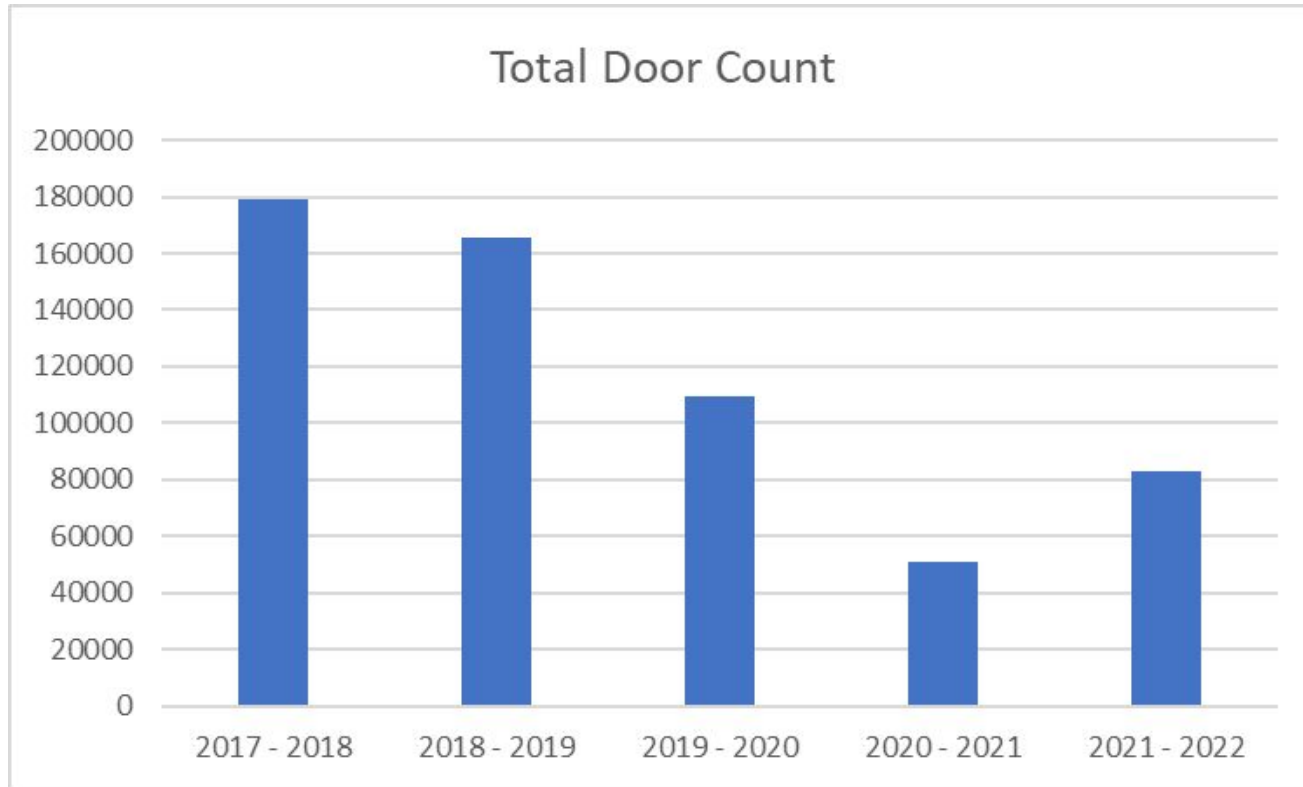
- **Libraries ROCC**

- Jess Jacobsen
 - Outreach Coordinator
- Esther Moberg
- Kelly Knudsen
- Jimmy Pearson
- Jane Tucker

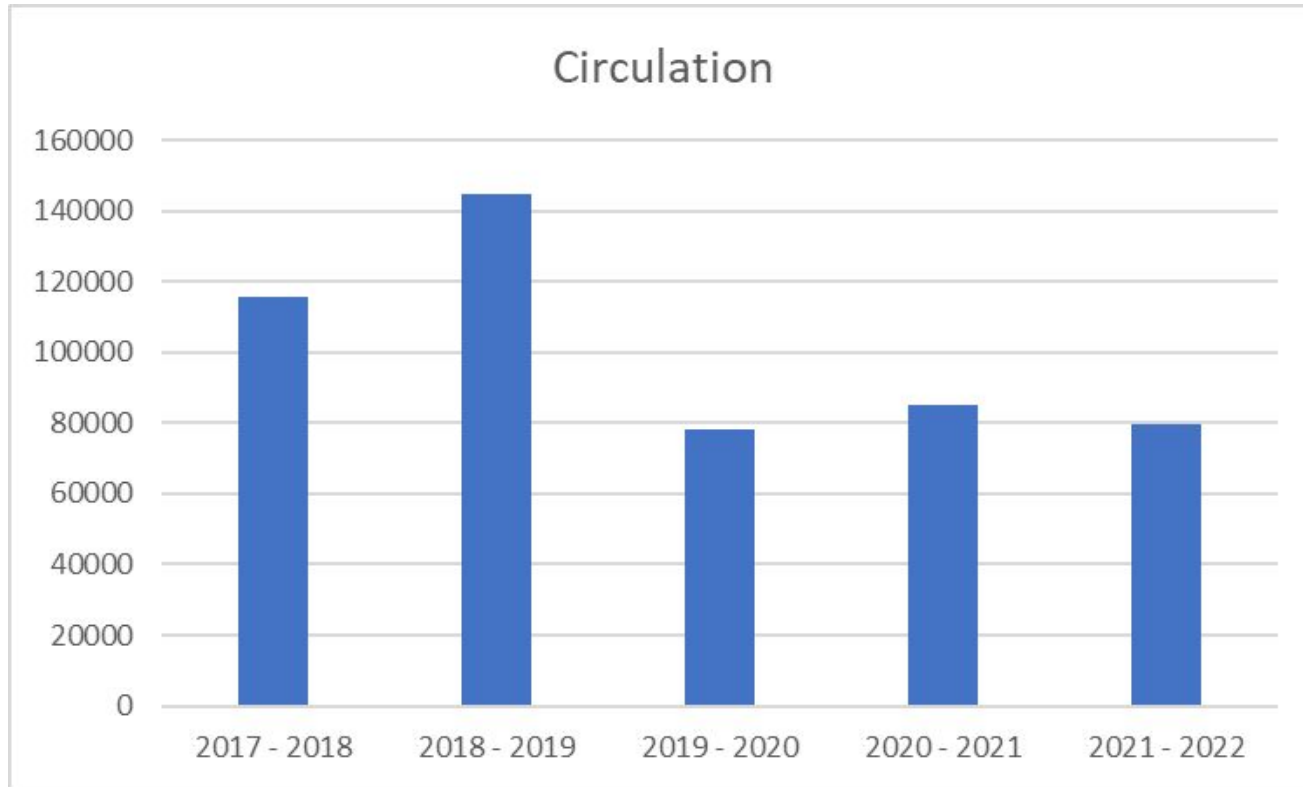
Telling Our Story Through the Numbers



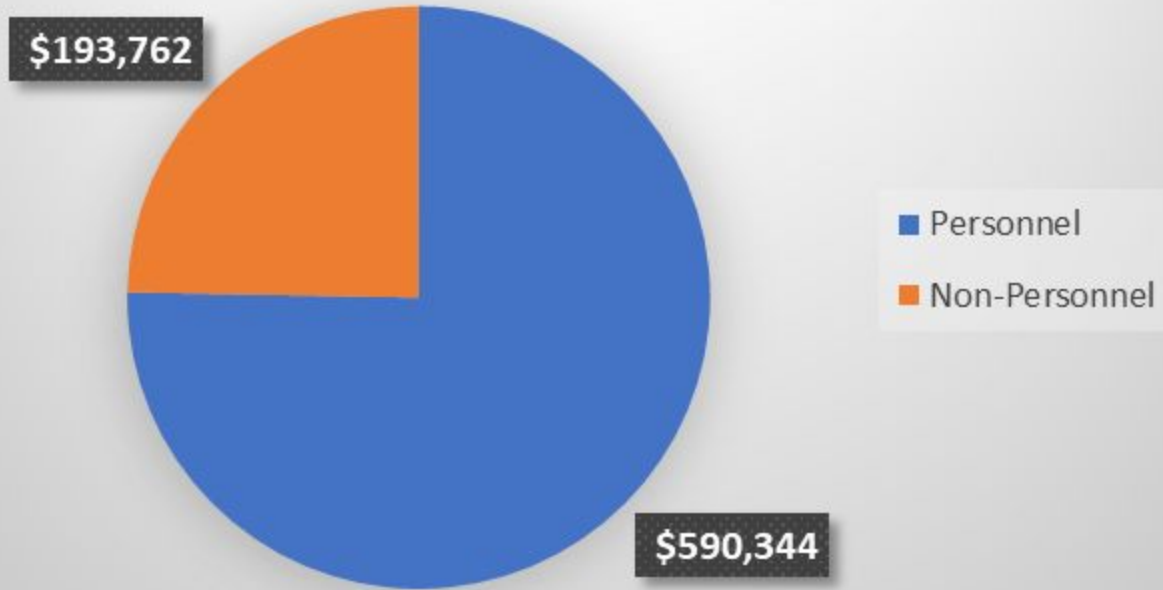
Telling Our Story Through the Numbers



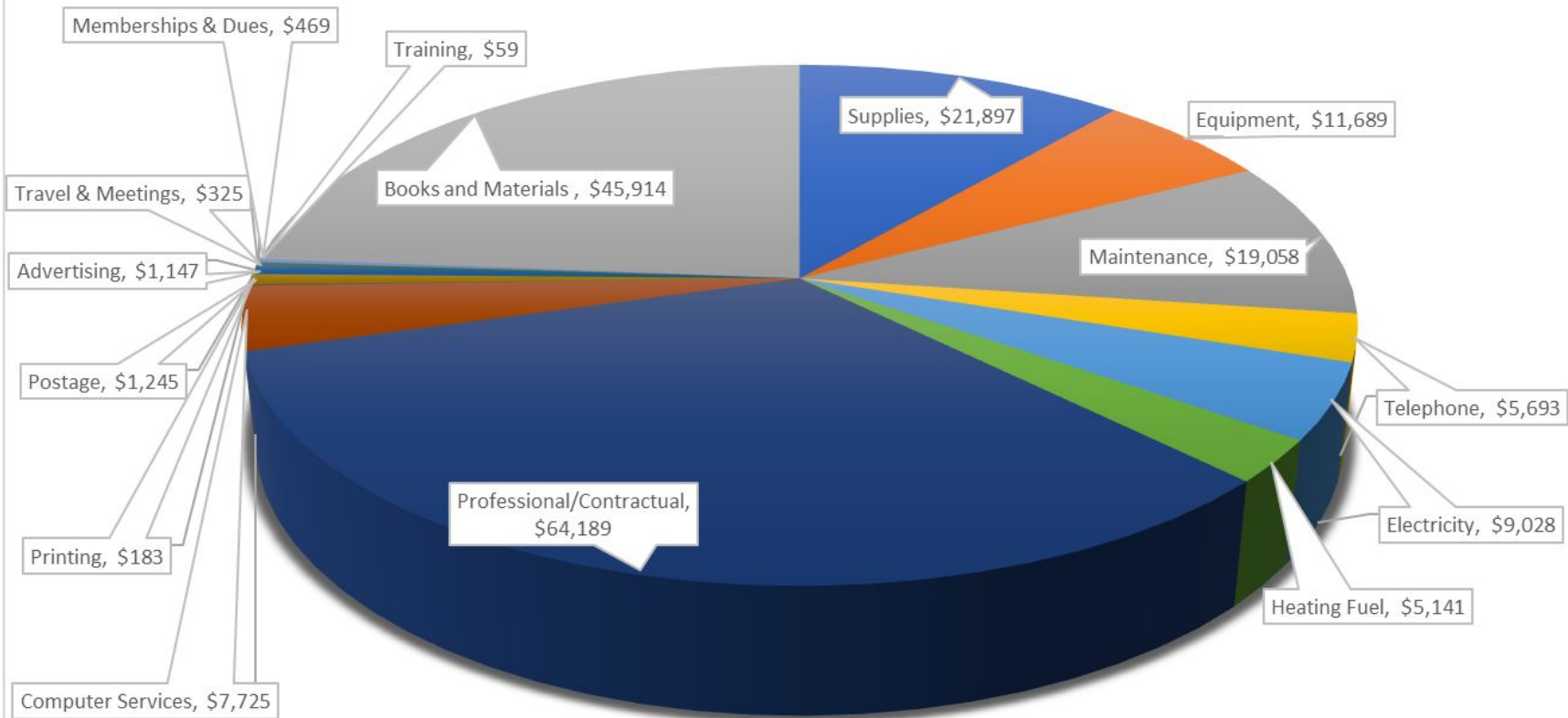
Telling Our Story Through the Numbers



Total Library Expenses



Non-Personnel Expenses



Technology Updates



- Migrated to a new Integrated Library System (ILS) at the end of May 2022
- Added the ability to print wirelessly
- Added a print release station
- Launched a new library website design December 1, 2021
- Added StackMap functionality to the catalog

Community Engagement

- Programming
 - Outreach to the community was minimal due to Covid restrictions
- NW Library Cooperative
- Art Shows

Programming by the Numbers

- Kids & Families (0 - 11)
 - 1,804 people attended a total of **65 programs**
- Teens (12 - 18)
 - 225 people attended a total of **43 programs**
- Adults (19+)
 - 112 people attended a total of **11 programs**

Average of 18 people per program overall





READ BEYOND THE BEATEN PATH



Summer Reading Program 2022

- 320 Kids & Teens registered
- 2,239 Hours Read
- 250 Take & Make Kits

NW Library Cooperative

- Share a library catalog with Astoria and Warrenton
- Move items around the county with a courier to better serve our patrons
- Circulation policies are aligned

4.



A tale dark & Grimm

by Gidwitz, Adam, author.

Publication Date 2010

ISBN 9780525423348

Format  **Books**

Edition First edition

Language English

[Summary](#) | [About The Author](#) | [Series](#) | [You May Also Like](#) | [Librarian](#)







[Lists](#) | [Professional Reviews](#) | [Reader Reviews](#) | [Tags](#) | [Reading](#)

[Level](#) | [Awards](#)

Place Hold

Text This To Me

Available: 1

Library 	Shelf Location 	Material Type 	Shelf Number 	Item Barcode 	Status 
Astoria Public Library	Children's Fiction	Children's Book	J GIDWITZ #1 2010	39847001611119	Due 6/7/23
Seaside Public Library	Children's Fiction	Children's Book	JF GIDWITZ 2010	145115	Children's Fiction Map it
Warrenton Community Library	Children's Fiction	Children's Book	JF GID	801252	Due 4/1/23

Seaside Library Art Exhibits 2021-2022

- Quilts of Many Colors (Sept/Nov 2021)
- Art Show Retrospective (Feb/Apr 2022)
- Seaside High School Art Show (May 2022)
- Kelly Grothe Photography (June/Aug 2022)



Double Take – Charcoal Paintings by Lucca Ettienne (Dec/Jan 2021-22)

Thank you!





Staff Report – City Council Meeting

Meeting Date: June 12, 2023
Author: Kim Jordan, City Recorder
Department: City Manager’s Office
Subject: Liquor License Application
Type of Item: Approval

Introduction:

The city has received the liquor license application from Restaurante Ramos, LLC.

Background:

Restaurante Ramos is a Mexican, Guatemalan restaurant.

Department Review:

Restaurante Ramos is located at 1445 S. Roosevelt in Seaside. The owner Santos Ramos has applied for a Full-on premises liquor license. This is for a new liquor license.

A Full on-premises license implies the company may sell wine, malt beverages, cider and distilled liquor. The Police Department has reviewed the business and applicants applying for the liquor license and has no concerns with the application.

Budget Impact:

None

Requested Action:

“I move to recommend approval of the Liquor License Application for Restaurante Ramos.”

Alternatives:

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

1. There is a history or pattern of illegal or disorderly activity on the premises.
2. There have been disturbances and/or other problems (such as fights, altercations, drug dealing by patrons, furnishing alcohol to minors by patrons, public drunkenness, alcohol related litter, etc.) related to the exercise of the applicant’s alcohol license privilege and the applicant has failed to take reasonable and timely corrective action when notified of these problems by the police or the OLCC.
3. There is a continuing problem of noise from this business disturbing neighbors.
4. The applicant would be a poor risk for compliance with liquor laws, as indicated by a felony conviction, which reflects on the applicant’s ability to be a responsible liquor licensee.
5. The applicant would be a poor risk for compliance with liquor laws, as indicated by a failure to comply with liquor laws.
6. The applicant has a history of abusing alcohol or other controlled substances and would be a poor risk for compliance with liquor laws.

7. The applicant has made an intentional and materially false statement about a matter that reflects on the applicant's ability to comply with the State's liquor laws.
8. An unlicensable person or a party not named as applicant has an ownership interest in the business to be licensed.
9. The applicant has failed to operate as originally proposed to the City Council, the original proposal having been a deciding factor in the Council's favorable recommendation to the OLCC.
10. The applicant has expanded the boundaries of the licensed premises to areas not originally considered by the Council and without City and OLCC approval.
11. The business is located within 500 feet of a school, childcare facility, church, hospital, nursing or convalescent care facility, a park or child-oriented recreation facility, or an alcohol and other drug treatment facility and there is evidence that the business will adversely impact the facility.

Attachments:

1. Seaside Police Department Recommendation

Seaside Police Department

May 16, 2023

MEMORANDUM

TO: Mayor and City Council
FROM: Josh Gregory, Detective Sergeant
SUBJECT: **Restaurante Ramos, LLC**

The Seaside Police Department has reviewed the liquor application for Restaurante Ramos - formerly Viva Tijuana Mexican Cuisine and Mazatlán prior to that - located at 1445 S. Roosevelt, Seaside, OR. This is a request for a New Outlet, full-on premise, commercial license.

There is one listed owner: Santos Ramos. A limited background was performed on Ramos. No disqualifying information was found. I performed an in-house search on the premise and found no disqualifying incidents at the location.

I did not find any disqualifying information or reason to deny this application.

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

Josh Gregory



Staff Report – City Council Meeting

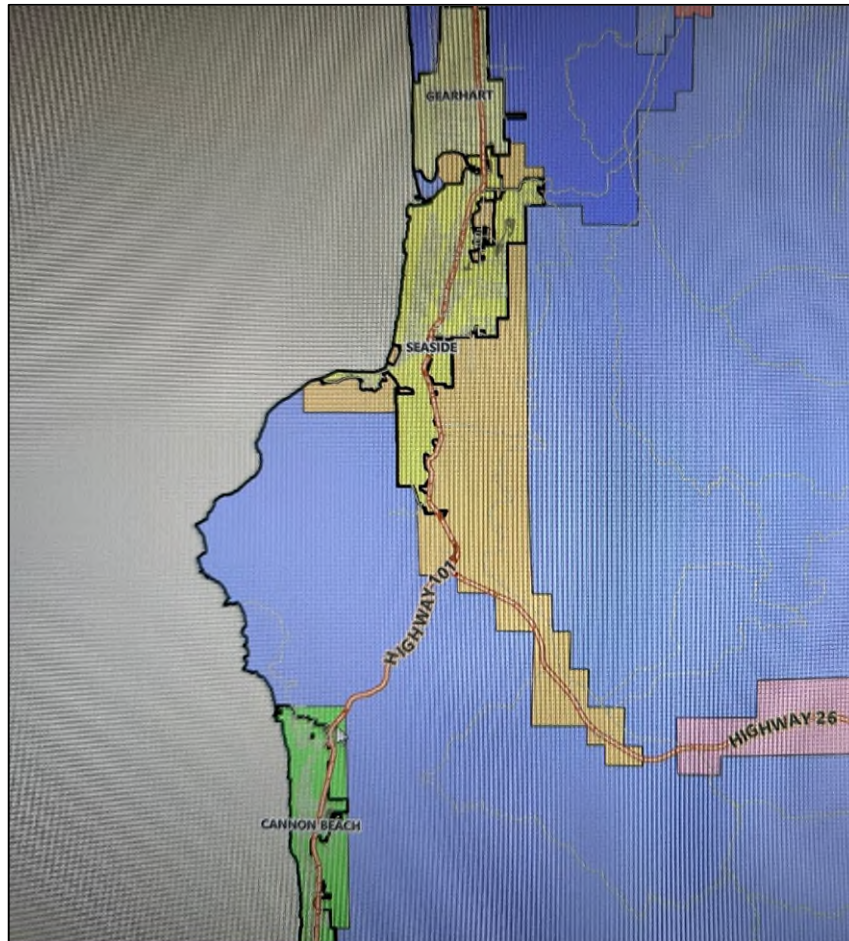
Meeting Date: June 12, 2023
Author: Spencer Kyle, City Manager
Department: City Manager
Subject: Rural Fire District Intergovernmental Agreement
Type of Item: Approval

Introduction:

The City of Seaside (City) and the Seaside Rural Fire District (District) are seeking approval of a new Intergovernmental Agreement (IGA) for the provisions of fire services within the Rural Fire District's borders.

Background:

The City of Seaside Fire Department provides fire services to the Seaside Rural Fire District. See the area in orange on the map below. The district has no fire staff nor equipment. The City has always provided services to this area as it is generally within the City's urban growth boundary or in close proximity to the City. Most recently, the City and District operated under an IGA from 2018-2020. Both entities have been operating as usual but without a current agreement.



Department Review:

In the past, the agreement has spelled out the amount that the District would pay the City for services. In general, the District was turning over most of their property taxes collected. One of the problems with previous agreements has been that any time the City annexes part of the District into the City, those property taxes were now being collected by the City and not the District. This meant that the amount due to the City per the agreement was almost always incorrect or outdated. The new agreement fixes this problem by stating that the District will turn over all property taxes collected, less \$1,000 for administrative expenses of the district. We have also extended the agreement for two, five-year terms. The agreement may be terminated by either party with one year's notice.

The City Attorney has reviewed and approved the attached IGA document.

Budget Impact:

The proposed FY 2023-24 budget anticipates that the City will collect \$38,130 from the District.

Requested Action:

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

"I move to approve the IGA for Fire Services between the City of Seaside and the Seaside Rural Fire District."

Alternatives:

The City could consider not providing these services; however, there would be severe consequences to the properties within the Fire District. Any change in operations should only be considered after significant discussions.

Attachments:

1. Intergovernmental Agreement Relating To Fire Services

**INTERGOVERNMENTAL AGREEMENT
RELATING TO FIRE SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Seaside, an Oregon municipal corporation (“City”), and Seaside Rural Fire District, a rural fire protection district (“District”), each individually a “Party” and collectively the “Parties.”

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

WHEREAS, the District desires to pay the City to provide fire protection and emergency services within the District’s boundaries, as depicted in Exhibit A and as may be amended from time to time (the “Service Area”).

AGREEMENT

I. Fire Protection and Emergency Services

A. The City shall provide fire and emergency services including but not limited to fire suppression, fire prevention education, emergency medical services, hazardous materials incident response, technical rescue, and code enforcement to the Service Area. The level of service provided, manner in which services are provided, and all other aspects of service delivery shall be in the City’s sole discretion and control.

B. The City is responsible for planning, constructing, and maintaining fire and emergency service facilities and equipment, and for the provision of services including all costs associated with providing such services.

C. The District agrees to adopt the Fire Code as set forth in Code of Seaside Section 94.01 no later than August 1, 2023 and the District grants the City the authority to enforce the Fire Code within the Service Area. The governing body of the District shall adopt any future amendments to the Fire Code that are enacted by the City within sixty (60) calendar days of such enactment. Copies of City’s Fire Code shall be filed with the Office of the State Fire Marshal.

D. The District shall assess taxes within the Service Area at the maximum rate authorized by law and shall pay the City the annual tax revenue it collects less one thousand dollars (\$1,000) per tax year to capture administrative costs to collect the tax and remit payment. All tax amounts collected shall be remitted to the City within thirty (30) calendar days of receipt by the District.

II. Term

This Agreement shall take effect on July 1, 2023 (“Effective Date”), and shall remain in effect for five (5) years until June 30, 2028 unless terminated as provided in paragraph VII of this Agreement. On July 1, 2028 this Agreement shall renew automatically for one (1) subsequent five (5) year term unless terminated early pursuant to paragraph VIII of this Agreement.

III. Waiver

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

IV. Compliance with Laws

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

V. Hold Harmless and Indemnification

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

VI. Insurance

City shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

VII. Dispute Resolution

The Parties agree to make a good faith effort to informally resolve any disputes regarding this Agreement or its terms. Any dispute that cannot be resolved by the designated

representatives of the Parties will be presented to the governing bodies of each Party for consideration. In the event that such disputes are not resolved informally through either of these processes, the Parties agree to engage in mediation of the dispute by a mutually agreeable mediator. If the Parties are not able to agree on a mediator, the mediator will be appointed by a judge of the Marion County Circuit Court. If the Parties are unable to resolve the dispute through mediation, each Party retains and is free to exercise any remedy available to it under applicable law.

VIII. Modification and Termination

Upon request of either Party, the Parties to this Agreement shall meet within 30 days of such request for purposes of reviewing the terms of this Agreement. This Agreement may be modified only by mutual agreement of the Parties. Any modification to this agreement shall be in writing and signed by an authorized representative of each Party hereto.

Either Party may terminate this Agreement for convenience with one (1) year written notice to the other Party.

IX. Entire Agreement; Amendments

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

X. Laws of Oregon

The Parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

XI. Default

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

XII. Notices

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

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

For District: Chair
Seaside Rural Fire District
150 S Lincoln St
Seaside, OR 97138

XIII. Authority to Enter Into Agreement

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

For City:

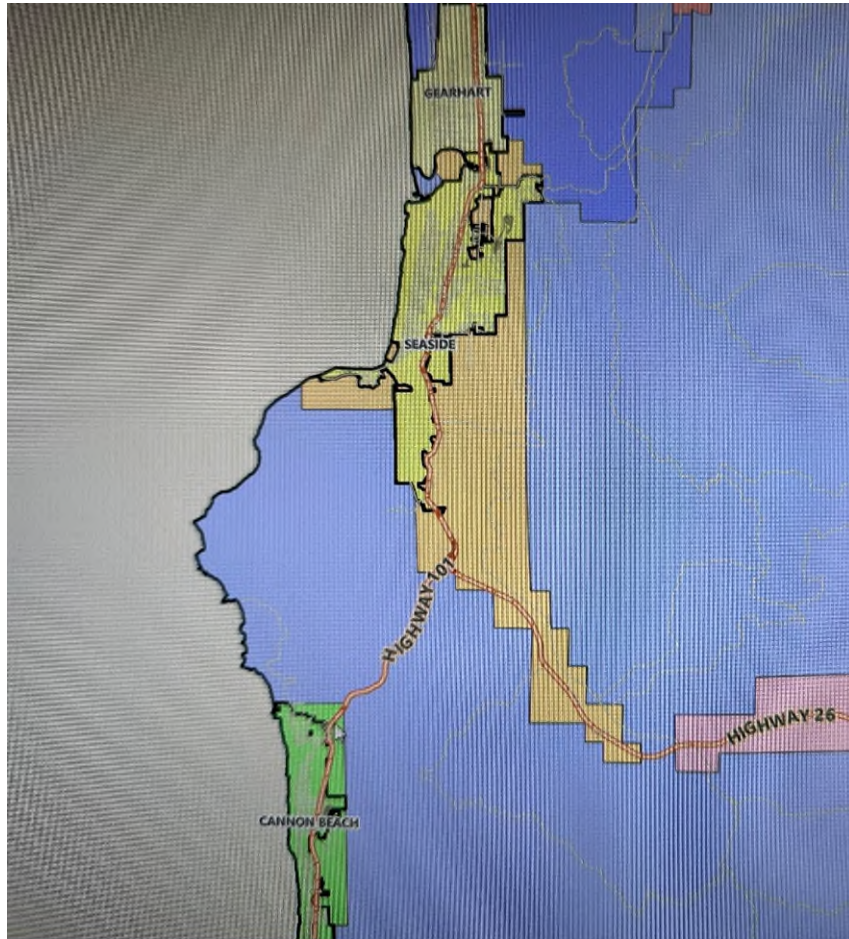
For District:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Exhibit A

Map of Seaside Rural District (in orange)





Staff Report – City Council Meeting

Meeting Date: June 12, 2023
Author: Zach Fleck, Finance Director
Department: Business office
Subject: State Revenue Sharing
Type of Item: Resolution

Introduction:

The City of Seaside annually approves a Resolution to receive funds from the Oregon Department of Revenue for State Revenue Sharing.

Background:

The City of Seaside has received State Revenue Sharing annually from the State of Oregon. The funds are generated from gas tax, liquor revenue, marijuana tax revenue, cigarette tax, and 911 tax revenue which is allocated to the budget for public safety.

Department Review:

A share of certain revenues of Oregon shall be apportioned among and distributed to the cities of this state for general purposes as provided in this section. The officer responsible for distributing funds to cities under this section shall distribute the funds for a fiscal year beginning on July 1 only if the officer is satisfied that the city:

- a) Elects to receive distributions under this section for the fiscal year.
- b) Holds at least one public hearing, after adequate public notice, at which citizens have the opportunity to provide written and oral comment to the authority responsible for approving the proposed budget of the city for the fiscal year on the possible uses of the distributions, including offset against property tax levies by the city for the fiscal year, and certifies its compliance with this paragraph to the Oregon Department of Administrative Services not later than July 31 of the fiscal year;
- c) Holds at least one public hearing, after adequate public notice, at which citizens have the opportunity to provide written and oral comment to, and ask questions of, the authority responsible for adopting the budget of the city for the fiscal year on the proposed use of the distributions in relation to the entire budget of the city for the fiscal year, including possible offset of the distributions against property tax levies by the city for the fiscal year, and certifies its compliance with this paragraph to the Oregon Department of Administrative Services not later than July 31 of the fiscal year; and
- d) Levied a property tax for the year preceding the year in which revenue sharing is due under [ORS 471.810 \(Distribution of available moneys in Oregon Liquor and Cannabis Commission Account\)](#) and this section.

Budget Impact:

There are no expenses associated with this item, however the State of Oregon has shared roughly \$115,000 with the City for these expenses in each of the past three years.

Requested Action:

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

“I move to read Resolution #4018 by title only.”

followed by:

“I move to adopt Resolution #4018.”

Alternatives:

The City Council could choose to forgo the state revenue sharing. This would cost the City \$120,000 in lost revenue.

Attachments:

1. Resolution #4018

RESOLUTION #4018

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON,
DECLARING THE CITY'S ELECTION TO RECEIVE STATE
REVENUE SHARING**

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

SECTION 1. Pursuant to ORS 221.770, the City hereby elects to receive State Revenue Sharing for fiscal year 2023 - 2024.

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

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

STEVE WRIGHT, MAYOR

ATTEST:

Spencer Kyle, City Manager

I certify that a public hearing before the Seaside Budget Committee was held on May 25, 2023, and a public hearing before the Seaside City Council was held on June 12, 2023, giving citizens an opportunity to comment on the use of State Revenue Sharing.

Spencer Kyle, City Manager

Date



Staff Report – City Council Meeting

Meeting Date: June 12, 2023
Author: Michael Dimmick, Public Works Director
Department: Public Works
Subject: Bid - COHO Creek Culvert Replacement Project
Type of Item: Approval

Introduction:

The City is seeking approval of the COHO Creek Culvert Replacement project.

Background:

COHO Creek, a tributary to the Neawanna Creek, runs beneath Wahanna Road through a culvert located adjacent to Wahanna Ballfields. The existing corrugated steel culvert has significant damage due to rust and age and is in dire need of replacement. Former Executive Director of the Necanicum Watershed Council, Melyssa Graeper, initiated the project in 2016; however, the project was suspended due to funding, COVID-19, and material shortages. In 2022, the new Executive Director of the Necanicum Watershed Council, Noah Dolinajec, spoke to agencies interested in the project and placed the project back into the grants cycle and was successful in obtaining funding for the project.

The City of Seaside and the Necanicum Watershed Council have been working with partners at the Oregon Department of Fish and Wildlife, Oregon Watershed Enhancement Board, and The Pacific Lamprey Foundation for the last seven years to secure funding for this project, which will enhance fish passage and help control flooding within our Necanicum River waterways.

Department Review:

The City advertise a request for bids and received two submissions for this project. The low bidder is Lyda Excavating, Inc., in the amount of \$464,150.00. Engineering and Public Works Staff have reviewed the bid submissions and checked references and believe this firm is a responsible bidder.

Budget Impact:

Funding for this project is being provided by grants through the Oregon Department of Fish & Wildlife, The Pacific Lamprey Foundation, Oregon Watershed Enhancement Board, and the Necanicum Watershed Council. To date, a total of \$627,039.00 in grant funds have been obtained for this project. Additional funds for the utility relocation are provided through the City of Seaside 2023-2024 Budget process.

Recommendation:

"I move to award the contract for the COHO Creek Culvert Replacement project to Lyda Excavating, Inc., in the amount of \$464,150.00."

Alternatives:

Failure to replace this culvert will result in the future collapse of the roadway. The only alternative would be to postpone the project and for the City to fund the project on our own.

Attachments:

1. Bid Results

Staff and Key Contacts:

Michael Dimmick, Public Works Director, mdimmick@cityofseaside.us

LOWER COHO CREEK FISH PASSAGE PROJECT
Advertisement for Bids

Written, sealed bids will be received by the Public Works Department, City of Seaside, 989 Broadway, Seaside, Oregon 97138, until May 11, 2023, at which time they will be publicly opened and read. First Tier Subcontractor Disclosure forms must be submitted at the same address no later than 2:00 pm on the same date. Bids must be clearly marked with the date and time of bid opening. Bids must be submitted to the City Hall Staff at which time they will be time stamped by the City Hall staff. Any bids with time stamps after 2:00 pm will be disqualified and not opened or accepted.

The work consists of supplying all labor, tools, equipment, and materials, not included any materials previously purchased and provided for the project, necessary to remove and construct a new structure on Wahanna Road, and includes, but is not limited to, the following work elements (see details in Description of Project Section):

- Fish Salvage and Work Isolation
- Site preparation and Subgrade Footing Placement (incl natural substrate)
- Install Channel Spanning Structure, Utilities Relocation, and Road Resurfacing
- Site rehabilitation, large wood placement, and native planting
- New utility water main and sewer installation**

**NOTE: Details on this design element are not part of this bid solicitation package and will be designated as a discrete contract amendment to be negotiated with the City of Seaside

Estimated project cost range: \$585,000-\$785,000
Bidding documents may be examined at the following location:

Seaside Public Works
1387 Avenue "U"
Seaside, OR

Digital copies of design plans and specifications may be obtained beginning April 27th, 2023 from Seaside Public Works at 1387 Avenue "U", Seaside, OR.

All qualified bids will be publicly opened at the designated time and place. They shall be intact with the bid documents and must be accompanied by a bond, postal money order, certified or cashier's check from the bidder in the amount of five percent of the bid as security.

The City of Seaside Public Works Department and Necanicum Watershed Council **will hold a mandatory pre-bid meeting on Friday, May 5th, at 10:00am** at the Seaside Wahanna Ballfields Parking lot located at 1125 S Wahanna Rd, Seaside, OR 97138. The meeting will include a walk-through of the project site. All bidders are required to attend. A bid will not be considered if received from a bidder who did not sign the provided attendance sheet. Statements made at the pre-bid meeting are not binding on the agency unless followed up by written Addendum. Bidders shall be registered with the Oregon Construction Contractors Board prior to bid opening. Bids shall contain a statement as to whether the bidder is a resident bidder as defined by ORS 279.029. The successful bidder will be required to execute a formal contract and performance bond form as approved by the City of Seaside's attorney. Bidders shall comply with the requirements of the prevailing wage law in ORS 279.350.

The City of Seaside may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for any good cause any or all bids and delete items listed in the bid schedule upon a finding of the City of Seaside that is in the public interest to do so.

This advertisement will be published in the following newspapers and outlets on the dates shown:

Daily Astorian

Seaside Signal

Tillamook Headlight Herald

Daily Journal of Commerce

Necanicum Watershed Council Social Media Channel

BID SUBMITTAL REQUIREMENTS

- A. Describe the proposed approach to completing the project elements and meeting the goals described in this RFP.
- B. List available equipment and operators and operating rates (federal prevailing wages).
- C. Provide the completed cost sheet including all costs and taxes.
- D. Provide three client references, preferably references in the lower Columbia River and North Oregon Coast regions or neighboring communities when available.
- E. If contractor has completed similar public street and drainage, tidal wetland, fish passage or excavation jobs in the past, indicate this in the response to proposal.
- F. Demonstrate ability to meet the timeline outlined in **Section VII** of this document.

CONTRACTOR SELECTION PROCESS

- A. A Technical Advisory Committee shall be established, and each member shall review and rank all proposals based on the budget, prior work history, and ability to meet construction schedule. Review criteria will include: a. Budget (as shown on the cost sheet) – 40% b. Ability to meet construction schedule and desired outcomes – 40% c. Past work experiences on similar projects/ References – 20%
- B. The Technical Advisory Committee will share and discuss their scores. Scores will direct the Committee to select a proposal by consensus.

STATEMENT OF RESIDENCY

ORS 279.025(2)(h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6)(b) states: "'Resident bidder' means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a 'resident bidder' pursuant to this subsection."

ORS 279.029(6)(c) states: "'Nonresident bidder' means a bidder who is not a 'resident bidder' as defined by paragraph (b) of this subsection."

AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:

RESIDENT BIDDER
 NONRESIDENT BIDDER

CONTRACTOR:

LYDA EXCAVATING, INC.
Firm Name

P.O. Box 365
Address

BANKS, OREGON 97106
City, State, Zip Code

MICHAEL LYDA - PRESIDENT
Name and Title

(503) 318-7396
Area Code and Phone Number

BID FORM

PROPOSAL OF LYDA EXCAVATING, INC (hereinafter called "Bidder"), organized and existing under the laws of the State of OREGON, doing business as A CORPORATION. (Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

To **CITY OF SEASIDE**
[hereinafter called "Owner"]:

- a) The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for

**CITY OF SEASIDE—WAHANNA ROAD
LOWER COHO CREEK FISH PASSAGE PROJECT
PROJECT # 2022**

Having examined the plans and specifications with related documents and having examined the site of the proposed work, and being familiar with all the conditions pertaining to the construction of the proposed project, hereby proposes to furnish all labor, materials, equipment, and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. It is understood by the Contractor that the City of Seaside and Necanicum Watershed Council will be pre-purchasing some materials for the project in order to maximize funding for the project. The specifics of what materials are being purchased can be requested by the bidder. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this proposal is a part.

- b) The Bidder submits the lump sum prices set forth herein as those at which the Bidder will perform the work involved.
- c) The Bidder certifies, by the submission of this bid, all requirements of ORS 279.350 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract.
- d) The Bidder acknowledges receipt of the following Addenda numbered 1 through 2. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing date for receiving bids.
- e) The Bidder agrees to comply with all the Federal, State, and Local laws, ordinances, rules, and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
- f) Upon receipt of written Notice of Award, Bidder shall execute the Agreement attached no later than July 1, 2023 and deliver a Performance and Payment Surety Bond as required by contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bond is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- g) The Bidder agrees to substantially complete the project on or before **September 15, 2023 at the close of the in-water work period.** The Bidder accepts the provisions of the Agreement regarding liquidated damages.
- h) The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder, and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.
- i) The Bidder certifies that the Bidder has not discriminated against any group or small business enterprises on the basis of ethnicity, gender identity, sexual orientation, religion, age or other identifiers in obtaining any required subcontracts.
- j) The Bidder will complete the work for the following prices in accordance with the Schedule of Contract Prices as follows:

Bid shall be on the lump sum basis.

TOTAL: \$ 464,150.⁰⁰

FOUR HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED FIFTY
DOLLAR AMOUNT WRITTEN IN WORDS

- k) The following documents are attached to and made a condition of this bid:
 - a. The required Bid Security enclosed with the Bid Form.
 - b. The First-Tier Subcontractor Disclosure Form is submitted in a separate envelope within two hours after the date and time of the bid opening.
 - c. Residency Form
 - d. Addenda Form
 - e. This Bid Form.

Respectfully Submitted,

Name of Firm LYDA EXCAVATING, INC.

Address P.O. Box 365
BANKS, OREGON 97106

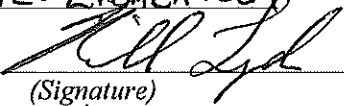
Federal Employer I.D. No. 54-2195068

State Employer I.D. No. 1274380-0

State C.C.B. Registration No. 169420

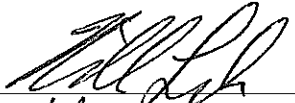
Telephone (503) 318-7396

FAX No. MVLE LYDAEX.COY

By 
(Signature)

Name MICHAEL LYDA
(Please print)

Title PRESIDENT

If Corporation, Attest 

Dated this 15TH day of MAY, 2023.

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that Lyda Excavating, Inc.
hereinafter called the Principal, and Merchants National Bonding, Inc., a
corporation duly organized under the laws of the State of Iowa, having its principal
place of business at 6700 Westown Parkway, in the State of Iowa, and
authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the
City of Seaside, hereinafter called the Obligee in the Penal Sum of
Ten Percent of Total Amount Bid Dollars (\$ 10% of Total Amount Bid), for the payment of which, well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, by these present.

The condition of this bond is such that, whereas the Principal herein is herewith submitting his or
its Bid for LOWER COHO CREEK FISH PASSAGE CONSTRUCTION said Bid, by reference thereto, being
hereby made a part hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal, be accepted, and the
contract be award to said Principal, and if the said Principal shall execute the proposed Contract and shall
furnish the Performance Bond as required by the Solicitation Document within the time fixed by said
documents, this obligation shall be void, if the Principal shall fail to execute the proposed Contract and
furnish the Performance Bond, and Payment Bond, the Surety hereby agrees to pay to the Obligee the
penal sum as liquidated damages.

Signed and sealed this 3rd day of May, 2023.

Lyda Excavating, Inc.
Principal

By: [Signature]

Merchants National Bonding, Inc.
Surety

By: Lyndsay C. Murff
Attorney-in-fact Lyndsay C. Murff



MERCHANTS
BONDING COMPANY™

MERCHANTS NATIONAL BONDING, INC. • P.O. BOX 14498 • DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 • FAX: (515) 243-3854

ADDENDUM TO BOND

This Addendum is in reference to the bond(s) to which it is attached.

Merchants National Bonding, Inc. ("Merchants") deems the digital or electronic image of Merchants' corporate seal below affixed to the bond(s) to the same extent as if a raised corporate seal was physically stamped or impressed upon the bond(s). The digital or electronic seal below shall have the same force and effect as though manually fixed to the bond(s).

All terms of the bond(s) remain the same.

Signed and effective March 23, 2020.

MERCHANTS NATIONAL BONDING, INC.



By: _____

Larry Taylor

Larry Taylor, President

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeanette Simmons; Jenifer McCormick; Lyndsay C Murff; Marc Baker; Molly Martin

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorney(s)-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

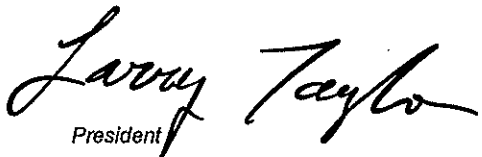
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 8th day of December, 2022.



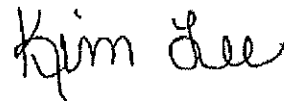
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 8th day of December 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

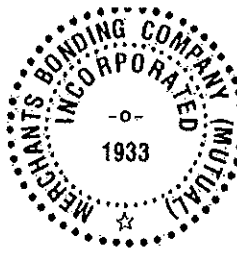



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 3rd day of May, 2023.




Secretary

Lyda Excavating, Inc.

P.O. Box 365 Banks, Oregon 97106


Phone: (503) 318-7396


Oregon: 169420


Lyda Excavating Job References

Project Name: 2022 Storm Water Facilities
Client: City of Hillsboro
Project Description: Regrade, remodel, upgrade 3 existing storm water facilities. Grading, storm structures, permanent seeding, matting, and plantings.
Contract Value: \$779,574.65
Contract Date: May – November 2022
Name of Contact Person: Mark Gibson
Contact Telephone: (503) 681-5201

Project Name: SE Cypress Street Improvements
Client: City of Hillsboro
Project Description: Rehabilitation of over ½ mile of existing city street. New concrete corner ramps, raised vegetated median, install new street lights and RRFB's, grind and repave street. Landscaping and pavement markings.
Contract Value: \$1,980,658.25
Contract Date: June – November 2022
Name of Contact Person: Chrissy Dawson
Contact Telephone: (503) 681-5045

 Project Name: 2022 Rural Culvert Replacement
Client: Washington County
Project Description: Remove and replace culverts at 3 different locations. 2 sites were replaced with upsized metal culverts. 1 site installed concrete box culvert. Stream diversion, dewatering, excavation, embankment, slope stabilization, temporary and permanent erosion control, asphalt paving, signage.
Contract Value: \$911,405.00
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

 Project Name: NW 114th Avenue Culvert Replacement
Client: Washington County
Project Description: Stream diversion, dewatering, existing culvert removal, new culvert installation, stream regrading, slope stabilization, permanent matting and seeding, water main relocation.
Contract Value: \$831,550.00
Contract Date: September – November 2021
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

 Project Name: NW Phillips Road Bridge #1345 Replacement
Client: Washington County
Project Description: Stream diversion, dewatering, existing culvert removal, new culvert installation, stream regrading, slope stabilization, permanent matting and seeding, water main relocation.

Contract Value: \$760,000.00
Contract Date: August – October 2021
Name of Contact Person: Charlie Stearns
Contact Telephone: (503) 846-7936



Project Name: 2021 Rural Culvert Replacement Projects (Finnigan Hill)
Client: Washington County
Project Description: Stream diversion, dewatering, existing culvert removal, new culvert installation, stream regrading, slope stabilization, permanent matting and seeding, water main relocation.

Contract Value: \$651,000.00
Contract Date: July – September 2021
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

Project Name: Hawk's Landfill Site Removal Action
Client: Maul Foster Alongi – DEQ
Project Description: Remove layer of contaminated dirt and garbage, haul to DEQ approved landfill, import clean fill material, grade and seed.

Contract Value: \$278,000
Contract Date: May-October 2021
Name of Contact Person: Emily Hess
Contact Telephone: (360) 980-2497

Project Name: D Street Improvements
Client: Clackamas County
Project Description: Demolition, clearing, grading, removal of contaminated dirt, underground utilities, franchise utility installation, concrete, asphalt, landscaping, pavers, signage.

Contract Value: \$3,460,000
Contract Date: May – October 2021
Name of Contact Person: Terry Mungenast
Contact Telephone: (503) 970-3686

Project Name: Highlands Neighborhood Park
Client: Tualatin Hills Park & Recreation Department
Project Description: Grade, build pathways, sport court, play structures, concrete seat walls, asphalt pathways, structures, park amenities, landscaping and irrigation.

Contract Value: \$775,000
Contract Date: May-October 2021
Name of Contact Person: Rene Brucker
Contact Telephone: (503) 880-9415

Project Name: Water Quality Facility #150 Maintenance
Client: City of Hillsboro
Project Description: Clear, grade, demo existing water quality facility. Install water quality structures, pipe, filtering media, outfall structures. Landscaping, concrete, slope stabilization.

Contract Value: \$247,850.00
Contract Date: July – December 2020
Name of Contact Person: Rick Lambert
Contact Telephone: (503) 858-5736

Project Name: Pedestrian Crossings
Client: Washington County
Project Description: Pedestrian channelization, demolition of existing street corners, grading, curbs, sidewalks, ADA ramps, street lights, RRFB, paving, striping, landscaping.
Contract Value: \$281,695.00
Contract Date: June – September 2020
Name of Contact Person: Jason Kivett
Contact Telephone: (971) 470-9325

X

Project Name: Patton Valley / Dober Road Culvert Improvements
Client: Washington County
Project Description: Stream diversion, dewatering, existing culvert removal, new culvert installation, stream regrading, slope stabilization, permanent matting and seeding, water main relocation.
Contract Value: \$824,692.00
Contract Date: June – October 2020
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

Project Name: Bethany Creek Trail #2 Segment #3
Client: Tualatin Hills Park & Recreation District
Project Description: Construct new asphalt trail. Clearing, grading, fencing, asphalt paving, concrete, culvert replacement, signage, landscaping.
Contract Value: \$521,640.00
Contract Date: June – October 2020
Name of Contact Person: Matt Kilmartin
Contact Telephone: (503) 614-4010

Project Name: 19th Avenue Improvements / Pacific Avenue Pedestrian Crossing
Client: City of Forest Grove
Project Description: House demolition, grading, sidewalks, curbs, sanitary sewer, storm sewer, landscaping, street lights, RRFB, striping, signage.
Contract Value: \$526,147.00
Contract Date: June – October 2020
Name of Contact Person: Derek Robbins
Contact Telephone: (503) 992-3292

Project Name: Ghost Creek Pedestrian Improvements
Client: City of North Plains
Project Description: Build concrete pathway and highway underpass. Concrete walls, sidewalks, LIDA planters, storm improvements, road grading, asphalt paving, viewing platform, landscaping.
Contract Value: \$964,865.00
Contract Date: August 2019 – October 2020
Name of Contact Person: Andy Varner
Contact Telephone: (503) 647-5555

X

Project Name: 2019 Culvert Replacement Projects
Client: Washington County

Project Description: Remove and replace 3 large culverts. Excavation, concrete box culvert installation, backfill, road grading, paving, signage, striping, erosion control.
Contract Value: \$1,131,451.00
Contract Date: July 15 – October 15, 2019
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

Project Name: Waterhouse Trail Segment 4
Client: Tualatin Hills Park & Recreation District
Project Description: Construct concrete and asphalt trail. Construct boardwalk for new trail. Excavation, grading, concrete walls, asphalt paving, erosion control and landscaping.
Contract Value: \$803,000.00
Contract Date: July 1 – November 10, 2019
Name of Contact Person: Tim Bonnin
Contact Telephone: (503) 629-6305

Project Name: Water Quality Facilities & Outfall Reconstruction
Client: City of Hillsboro
Project Description: Construct storm outfall and reconstruct 3 existing water quality facilities. Excavation, grading, storm pipe and structures installation, landscaping and plantings.
Contract Value: \$628,127.00
Contract Date: July 15 – October 31, 2019
Name of Contact Person: Rick Lambert
Contact Telephone: (503) 681-5293

Project Name: Boat Ramp C – ADA Ramp and Stairs
Client: Washington County
Project Description: Build ADA ramp and stairs to existing bathroom facility. Grading, fill placement, concrete placement, handrail installation.
Contract Value: \$59,950.00
Contract Date: October 15 – December 31, 2018
Name of Contact Person: Carl Switzer
Contact Telephone: (503) 846-7001

Project Name: Apron A2 Rehabilitation
Client: Port of Tillamook Bay
Project Description: Remove existing tarmac, excavation, grading, base rock, paving, tie-down anchors, striping, fencing, and signage. Constructed new airport apron.
Contract Value: \$474,590.00
Contract Date: September 20 – October 31, 2018
Name of Contact Person: Geoff Vaughn – Precision Approach Engineering
Contact Telephone: (541) 231-6645

Project Name: David Hill Road Culvert Replacement
Client: Washington County
Project Description: Remove existing culvert and replace with new culvert. Stream diversion, erosion control, stream channel enhancement, water treatment facility, road improvements, paving, striping, guardrails, and signage.
Contract Value: \$335,954.00

Contract Date: July 15 – August 30, 2018
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

Project Name: Fern Hill Parking Lot Improvements
Client: Clean Water Services
Project Description: Remove and rebuild parking lot. New concrete pathways, storm improvements, soil amendments, and erosion control.

Contract Value: \$745,608.00
Contract Date: August – December 2017
Name of Contact Person: Jared Kinnear
Contact Telephone: (503) 547-8080

Project Name: SW Bull Mountain Road
Client: Washington County
Project Description: Install road drainage, grade, and install new sidewalks. Asphalt paving and striping, signage.

Contract Value: \$549,309.20
Contract Date: July – October 2017
Name of Contact Person: Charlie Stearns
Contact Telephone: (503) 846-7936

Project Name: 2016 Minor Betterment #2
Client: Washington County
Project Description: Install road drainage, grade and install new sidewalks. Asphalt paving and striping, signage.

Contract Value: \$1,137,213.00
Contract Date: October 2016 – June 2017
Name of Contact Person: Matt Meier
Contact Telephone: (503) 846-7829

Project Name: Old Town Loop Trail
Client: City of Forest Grove
Project Description: Clearing and grubbing, grading and paving of new trail. Minor walls, signs, benches and gates. Erosion control and hydroseeding.

Contract Value: \$360,000.00
Contract Date: July – October 2016
Name of Contact Person: Tom Gamble
Contact Telephone: (503) 992-3237

Project Name: 2016 Minor Betterment #1
Client: Washington County
Project Description: Install road drainage, grade and install new concrete sidewalks. Asphalt paving, striping, signage.


Contract Value: \$295,000.00
Contract Date: June – September 2016
Name of Contact Person: Philip McCormick
Contact Telephone: (503) 846-7836

Project Name: ODFW Cedar Creek Fish Hatchery Pond Remodel
Client: Five Rivers Construction, Inc.

Project Description: Remove old fish ponds. Excavate, grade, and backfill new ponds. Install new drainage and water supply piping.
Contract Value: \$660,000.00
Contract Date: May 31 – December 15, 2016
Name of Contact Person: Joe Brown
Contact Telephone: (360) 423-1991

Project Name: Scoggins Valley Road Slide Repair
Client: Washington County
Project Description: Remove slide debris and place rip-rap and boulders. Erosion control and slope protection.
Contract Value: \$24,381.75
Contract Date: March 27 – March 29, 2016
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

Project Name: Sidewalk Infill – SW 95th & SW North Dakota Street
Client: City of Tigard
Project Description: Improve drainage features, install concrete access ramps, place pervious concrete sidewalks, walls, erosion control, install RRFB and crosswalk. Landscape trees and topsoil placement.
Contract Value: \$123,314.50
Contract Date: March 14 – April 27, 2016
Name of Contact Person: Mike McCarthy
Contact Telephone: (503) 718-2462

 Project Name: Scoggins Valley Road Drainage Improvements
Client: Washington County
Project Description: Remove 2 existing culverts and install new large culverts, place streambed materials, slope protection, stream diversion and erosion control. Asphalt paving, striping.
Contract Value: \$251,580.00
Contract Date: September 7 – September 30, 2015
Name of Contact Person: Stephen Cruise
Contact Telephone: (503) 846-7683

Project Name: Greenway Park Bridge Replacement
Client: Tualatin Hills Park & Recreation District
Project Description: Remove existing bridge and replace with new bridge. Clearing, grubbing, excavation, embankment, restoration of surfacings and pavement.
Contract Value: \$95,000.00
Contract Date: 8/01/15 to 10/31/15
Name of Contact Person: Jerry Burgess
Contact Telephone: (971) 317-6611

Project Name: Forest Hills Storm Bypass
Client: City of Cornelius
Project Location: Cornelius, Oregon
Project Description: Install 1400 storm mainline.
Contract Value: \$215,000.00
Contract Date: July 17 – October 30, 2015
Name of Contact Person: Kevin Oppenlander

Contact Telephone: (503) 357-3011
Project Name: Hordichok Park
Client: City of Cornelius
Project Location: Cornelius, Oregon
Project Description: Construct neighborhood park including basketball court, water feature, drinking fountain, concrete plaza, tables and benches.
Contract Value: \$125,226.00
Contract Date: July 17 – October 30, 2015
Name of Contact Person: Kevin Oppenlander
Contact Telephone: (503) 357-3011

Project Name: Commonwealth Lake Park Trail Realignment
Client: Tualatin Hills Park & Recreation District
Project Location: Beaverton, Oregon
Project Description: Remove and relocate existing trail. Permanent erosion control next to lake. Install landscape planting in wetland area.
Contract Value: \$50,380.00
Contract Date: 7/01/15 to 9/30/15
Name of Contact Person: Jerry Burgess
Contact Telephone: (971) 317-6611

Project Name: Hillsboro School District – Bus Yard Expansion
Client: Evergreen Pacific, Inc.
Project Location: Hillsboro, Oregon
Project Description: 50,000 sf parking lot expansion and 22, 000 sf parking lot repair. Install storm drainage pipe and structures.
Contract Value: \$300,000.00
Contract Date: June 2015 to July 2015
Name of Contact Person: Gail Oldham
Contact Telephone: (503) 624-1337

Project Name: SW 92nd Avenue – SW Garden Home Road to SW Allen Blvd
Client: Washington County
Project Location: Beaverton, Oregon
Project Description: Widen shoulder of SW 92nd Avenue and perform storm sewer improvements.
Contract Value: \$400,000.00
Contract Date: June 2014 – October 2014
Name of Contact Person: Zach Morris
Contact Telephone: (503) 846-7921

Project Name: Cape Meares Transmission Waterline
Client: Oceanside Water District
Project Location: Cape Meares, Oregon
Project Description: Install over 3600 lf of water main and install a water booster pump station.
Contract Value: \$405,000.00
Contract Date: May 2014 – January 2015
Name of Contact Person: Cindi Lombard
Contact Telephone: (503) 554-9553

Project Name: Washington County Minor Betterment Projects

Client: Washington County
Project Location: 5 different roads in Washington County
Project Description: Shoulder widening and storm water improvements and drainage Structures on 5 different roadways. Pervious pavement installation.
Contract Value: \$644,430.00
Project Date: July 2013-December 2013
Name of Contact Person: Aaron Clodfelter
Contact Telephone: (503) 846-7632

Project Name: Turner Creek Dam Removal Project
Client: City of Yamhill
Project Location: City of Yamhill
Project Description: Remove dam and water intake structure from Turner Creek and restore stream bank and plants. Stream diversion and dewatering.
Contract Value: \$60,000.00
Project Date: July 15 – July 20
Firm Name: Firwood Design Group
Name of Contact Person: Kelli Grover
Contact Telephone: (503) 668-3737

Project Name: Flume & Pipe Project
Client: City of Vernonia
Project Location: City of Vernonia
Project Description: Install 700 lf of 18” Ductile Iron and PVC sewer pipe, manholes, and build surcharge for next phase of construction.
Contract Value: \$240,000.00
Project Date: May 15, 2013 to July 3, 2013
Firm Name: HLB Otak
Name of Contact Person: Jon Forrester
Contact Telephone: (503) 738-3425

Project Name: 2” Pressure Sewer Project
Client: Port of Tillamook Bay
Project Location: Port of Tillamook Bay
Project Description: Install new 2” pressure sewer main, vaults, and service connections to accommodate road rehabilitation project.
Contract Value: \$75,000.00
Project Date: June 3 to June 10, 2013
Firm Name: Day CPM
Name of Contact Person: Eric Eckfield
Contact Telephone: (503) 729-4545

Project Name: Knights Bridge Substation
Client: Canby Utility
Project Location: Canby, Oregon
Project Description: Construct new electrical substation including all underground conduits, vaults, concrete foundations, grounding, and surface rock. Sand grading.
Contract Value: \$425,000.00
Project Date: January 3, 2013 to April 15, 2013
Firm Name: CVO Electrical Systems
Name of Contact Person: Jerry Witkowski
Contact Telephone: (541) 752-2829

Project Name: Camp Adair Simulations Building – Oregon Military Department
Client: Oregon Military Department
Project Location: Corvallis, Oregon
Project Description: Re-build access roads, excavate new building site, and build new parking lot for simulation building.
Contract Value: \$140,000.00
Project Date: October 2013 to December 2013
Firm Name: Centrex Construction
Name of Contact Person: Tom Severson
Contact Telephone: (503) 684-0443


Project Name: Road & Parking Improvements @ Coffenbury Lake-South Day Use
Client: Oregon Parks & Recreation
Project Location: Fort Stevens State Park
Project Description: Remove part of existing parking lot and restore to grass; sand grading. Grade and re-pave existing access road and parking lot. Install curbs and striping.
Contract Value: \$233,000.00
Project Date: March 28 to May 23, 2012
Firm Name: OPRD
Name of Contact Person: John Seevers
Contact Telephone: (503) 986-0777


Project Name: Tillamook Airport Fence & Drainage Improvements
Client: Port of Tillamook Bay
Project Location: Port of Tillamook Airport
Project Description: Grade swale and berm to divert water off of runway and hangar area. Road reconstruction and paving.
Contract Value: \$145,805.70
Project Date: July 8 to September 11, 2011
Firm Name: Port of Tillamook Bay
Name of Contact Person: James Peak
Contact Telephone: (503) 842-2413

Project Name: US26: Volmer Creek and Johnson Creek Bridges
Client: ODOT
Project Location: US26 near Seaside, Oregon
Project Description: Subcontractor to Hamilton Construction. Clearing, grading, site drainage, bridge abutment work. Stream diversion and dewatering.
Contract Value: \$283,822.90
Project Date: April 1 to September 15, 2011
Firm Name: ODOT Astoria
Name of Contact Person: Gene Clarke
Contact Telephone: (503) 325-4732 ext.22

Project Name: Banks-Vernonia Trail: South Trailhead – Banks Road
Client: Washington County / Oregon Parks & Recreation
Project Location: Sellers Road in Banks, Oregon
Project Description: Subcontractor to Carter & Company. Trail clearing, grading, bridge installation. New trail construction.
Contract Value: \$95,000.00

Project Date: May 2010 to September 2010
Firm Name: Oregon State Parks Department
Name of Contact Person: Dan Lucas
Contact Telephone: (503) 324-0606

 Project Name: Timber Road Culvert #1665
Client: Washington County
Project Location: Timber, Oregon
Project Description: Remove existing culvert and replace with concrete box culvert. Stream and bank restoration and enhancement. Stream dewatering and diversion.
Contract Value: \$130,000.00
Project Date: July 2009 to September 2009
Firm Name: Washington County DLUT Operations & Maintenance
Name of Contact Person: Aaron Clodfelter
Contact Telephone: (503) 846-7632

 Project Name: 2008 Culvert Replacement Program
Client: Washington County
Project Location: 3 sites in rural Washington County
Project Description: Remove & replace 3 large diameter culverts under active roads with dewatering and diversion. Bank and stream enhancement.
Contract Value: \$192,500.00
Project Date: July 7, 2008 to Sept. 1, 2008
Firm Name: Washington County DLUT Operations & Maintenance
Name of Contact Person: Aaron Clodfelter
Contact Telephone: (503) 846-7632

Project Name: Timber Road Slide Repair
Client: Washington County
Project Location: Timber Road
Project Description: Repair road slide above and below Timber Road near active stream. Bank enhancement.
Contract Value: \$42,750.00
Project Date: April – May 2008
Firm Name: Washington County DLUT Operations & Maintenance
Name of Contact Person: Aaron Clodfelter
Contact Telephone: (503) 846-7632

Project Name: Banks Wood Pellet Facility
Client: Westo Oregon Wood Products
Project Location: Banks, Oregon
Project Description: Site grading, excavation, underground utilities for a new wood pellet facility. Included buffer planting and bioswale.
Contract Value: \$320,644.50
Project Date: April – July 2007
Firm Name: Gray Purcell, Inc.
Name of Contact Person: Wayne Cox
Contact Telephone: (503) 639-6127

Project Name: Banks Wood Pellet Facility
Client: West Oregon Wood Products
Project Location: Banks, Oregon

Project Description: Installed domestic water, fire suppression water, natural gas trenching and boring for owner. Landscaping compost.
Contract Value: \$15,476.70
Project Date: April – July 2007
Firm Name: West Oregon Wood Products, Inc.
Name of Contact Person: Mike Knobel
Contact Telephone: (503) 397-6707

Lower Coho Creek Fish Passage Project					
PROJECT BID SHEET					
DATE					
ITEM NUMBER	ITEM DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL
SECTION 00200 TEMPORARY FEATURES AND APPURTENANCES					
0210-010000A	MOBILIZATION	1	LS	30,000. ⁰⁰	30,000. ⁰⁰
0221-0101000A	TEMPORARY TRAFFIC CONTROL	1	LS	1,600. ⁰⁰	1,600. ⁰⁰
0245-0100000A	TEMPORARY WATER MANAGEMENT	1	LS	18,000. ⁰⁰	18,000. ⁰⁰
0253-0106000A	TEMPORARY ACCESS ROADS	1	LS	5,200. ⁰⁰	5,200. ⁰⁰
0280-0100000A	EROSION, SEDIMENT, AND POLLUTION CONTROL	1	LS	6,600. ⁰⁰	6,600. ⁰⁰
0280-0113000F	SEDIMENT FENCE	130	LF	12. ⁰⁰	1,560. ⁰⁰
0280-0115030F	STRAW WATTLE SEDIMENT BARRIER	30	LF	3. ⁰⁰	90. ⁰⁰
SECTION 00300 ROADWORK					
0305-0100000A	CONSTRUCTION SURVEY	1	LS	14,000. ⁰⁰	14,000. ⁰⁰
0310-0103000J	REMOVAL OF SURFACINGS	4,490	SY	9. ⁰⁰	40,410. ⁰⁰
0310-0101000F	REMOVAL OF CURBS	90	LF	20. ⁰⁰	1,800. ⁰⁰
0310-0102000J	REMOVAL OF SIDEWALK	100	SY	27. ⁰⁰	2,700. ⁰⁰
0310-0091000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	3,000. ⁰⁰	3,000. ⁰⁰
0320-0100000R	CLEARING AND GRUBBING	0.1	AC	50,000. ⁰⁰	5,000. ⁰⁰
0330-0105000K	CHANNEL EXC. INCL HAUL TO OFFSITE DISPOSAL	70	CY	70. ⁰⁰	4,900. ⁰⁰
0330-0136000K	EMBANKMENT FILL - ODOT SS 00330.15	430	CY	65. ⁰⁰	27,950. ⁰⁰
0350-0100000J	GEOTEXTILE FABRIC	180	SY	3. ⁰⁰	540. ⁰⁰
0390-0111000M	SCOUR PROTECTION ROCK - CLASS 200	190	TN	120. ⁰⁰	22,800. ⁰⁰
0390-0111000M	STREAMBED COBBLES	60	TN	120. ⁰⁰	7,200. ⁰⁰
0390-0111000M	STREAMBED GRAVELS	90	TN	120. ⁰⁰	10,800. ⁰⁰
1040-0203000E	STREAMBED BOULDERS	50	EA	200. ⁰⁰	10,000. ⁰⁰
SECTION 00400 DRAINAGE AND SEWERS					
00450-	CONTECH MULTIPLATE ARCH CULVERT	1	LS	10,000. ⁰⁰	10,000. ⁰⁰
0450-0190000K	CONTECH FOUNDATION	1	LS	5,000. ⁰⁰	5,000. ⁰⁰
0480-0100000F	DRAINAGE CURBS	90	FT	50. ⁰⁰	4,500. ⁰⁰
SECTION 00500 BRIDGES					
0510-0101000K	STRUCTURE EXCAVATION	1310	CY	60. ⁰⁰	78,600. ⁰⁰
0510-0101000K	SHORING OR EXTRA EXCAVATION	740	CY	60. ⁰⁰	44,400. ⁰⁰
SECTION 00600 BASES					
0640-0100000M	AGGREGATE BASE - ROAD BASE COURSE	310	TON	60. ⁰⁰	18,600. ⁰⁰
0640-0100000M	AGGREGATE BASE - ROAD TOP COURSE	60	TON	95. ⁰⁰	5,700. ⁰⁰
0641-0100000M	DENSE GRADED AGGREGATE SUBGRADE - ODOT SS 02630.10	40	TN	80. ⁰⁰	3,200. ⁰⁰
0641-0100000M	SUBGRADE ROCK - ODOT SS 00330.16	490	TN	80. ⁰⁰	39,200. ⁰⁰
SECTION 00700 WEARING SURFACES					
0705-0100000M	HOT MIX ASPHALT	120	TON	200. ⁰⁰	24,000. ⁰⁰
SECTION 00800 PERMANENT TRAFFIC STRUCTURES AND GUIDANCE DEVICES					
0860-0200000F	LONGITUDINAL PAVEMENT MARKINGS - PAINT	360	FT	20. ⁰⁰	7,200. ⁰⁰
SECTION 01200 IN CHANNEL WORK					
01220-SP	WOOD HABITAT STRUCTURES - SALVAGED ROOTWAD	3	EA	1,200. ⁰⁰	3,600. ⁰⁰
01220-SP	WOOD HABITAT STRUCTURES - SALVAGED FOOTER LOG	3	EA	1,200. ⁰⁰	3,600. ⁰⁰
01220-SP	WOOD HABITAT STRUCTURES - SALVAGED PIER LOG	2	EA	1,200. ⁰⁰	2,400. ⁰⁰
TOTAL CONSTRUCTION COST					

#464,150.⁰⁰

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(Submit within two (2) working hours following bid closing.)

Project Name	LOWER COHO CREEK FISH PASSAGE PROJECT
Address	SEASIDE
County	CLATSOP
Bid Closing Date	5/15/23
Name of Bidding Contractor	LYDA EXCAVATING INC

This form must be submitted at the location specified in the Invitation to Bid, on the advertised Bid Closing date and within two working hours after the advertised Bid Closing time.

List below the name of each subcontractor that will furnish labor or labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. **Check "None" if there are no subcontractors that need to be disclosed.** (Attach additional sheets if necessary.)

<input type="checkbox"/>	<i>NONE (NO SUBCONTRACTORS) CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS</i>
--------------------------	---

Name	Category of Work	Dollar Value
BAYVIEW ASPHALT, INC	AC PAVING	20,660

LOWER COHO CREEK FISH PASSAGE PROJECT
Advertisement for Bids

Written, sealed bids will be received by the Public Works Department, City of Seaside, 989 Broadway, Seaside, Oregon 97138, until May 11, 2023, at which time they will be publicly opened and read. First Tier Subcontractor Disclosure forms must be submitted at the same address no later than 2:00 pm on the same date. Bids must be clearly marked with the date and time of bid opening. Bids must be submitted to the City Hall Staff at which time they will be time stamped by the City Hall staff. Any bids with time stamps after 2:00 pm will be disqualified and not opened or accepted.

The work consists of supplying all labor, tools, equipment, and materials, not included any materials previously purchased and provided for the project, necessary to remove and construct a new structure on Wahanna Road, and includes, but is not limited to, the following work elements (see details in Description of Project Section):

- Fish Salvage and Work Isolation
- Site preparation and Subgrade Footing Placement (incl natural substrate)
- Install Channel Spanning Structure, Utilities Relocation, and Road Resurfacing
- Site rehabilitation, large wood placement, and native planting
- New utility water main and sewer installation**

**NOTE: Details on this design element are not part of this bid solicitation package and will be designated as a discrete contract amendment to be negotiated with the City of Seaside

Estimated project cost range: \$585,000-\$785,000

Bidding documents may be examined at the following location:

Seaside Public Works
1387 Avenue "U"
Seaside, OR

Digital copies of design plans and specifications may be obtained beginning April 27th, 2023 from Seaside Public Works at 1387 Avenue "U", Seaside, OR.

All qualified bids will be publicly opened at the designated time and place. They shall be intact with the bid documents and must be accompanied by a bond, postal money order, certified or cashier's check from the bidder in the amount of five percent of the bid as security.

The City of Seaside Public Works Department and Necanicum Watershed Council **will hold a mandatory pre-bid meeting on Friday, May 5th, at 10:00am** at the Seaside Wahanna Ballfields Parking lot located at 1125 S Wahanna Rd, Seaside, OR 97138. The meeting will include a walk-through of the project site. All bidders are required to attend. A bid will not be considered if received from a bidder who did not sign the provided attendance sheet. Statements made at the pre-bid meeting are not binding on the agency unless followed up by written Addendum. Bidders shall be registered with the Oregon Construction Contractors Board prior to bid opening. Bids shall contain a statement as to whether the bidder is a resident bidder as defined by ORS 279.029. The successful bidder will be required to execute a formal contract and performance bond form as approved by the City of Seaside's attorney. Bidders shall comply with the requirements of the prevailing wage law in ORS 279.350.

The City of Seaside may reject any bid not in compliance with all prescribed public bidding procedures and requirements and may reject for any good cause any or all bids and delete items listed in the bid schedule upon a finding of the City of Seaside that is in the public interest to do so.

This advertisement will be published in the following newspapers and outlets on the dates shown:

Daily Astorian
Seaside Signal
Tillamook Headlight Herald
Daily Journal of Commerce
Necanicum Watershed Council Social Media Channel

BID SUBMITTAL REQUIREMENTS

- A. Describe the proposed approach to completing the project elements and meeting the goals described in this RFP.
- B. List available equipment and operators and operating rates (federal prevailing wages).
- C. Provide the completed cost sheet including all costs and taxes.
- D. Provide three client references, preferably references in the lower Columbia River and North Oregon Coast regions or neighboring communities when available.
- E. If contractor has completed similar public street and drainage, tidal wetland, fish passage or excavation jobs in the past, indicate this in the response to proposal.
- F. Demonstrate ability to meet the timeline outlined in **Section VII** of this document.

CONTRACTOR SELECTION PROCESS

- A. A Technical Advisory Committee shall be established, and each member shall review and rank all proposals based on the budget, prior work history, and ability to meet construction schedule. Review criteria will include: a. Budget (as shown on the cost sheet) – 40% b. Ability to meet construction schedule and desired outcomes – 40% c. Past work experiences on similar projects/ References – 20%
- B. The Technical Advisory Committee will share and discuss their scores. Scores will direct the Committee to select a proposal by consensus.

STATEMENT OF RESIDENCY

ORS 279.025(2)(h) states: "That each bid must contain a statement as to whether the bidder is a resident bidder, as defined in ORS 279.029;"

ORS 279.029(6)(b) states: "'Resident bidder' means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a 'resident bidder' pursuant to this subsection."

ORS 279.029(6)(c) states: "'Nonresident bidder' means a bidder who is not a 'resident bidder' as defined by paragraph (b) of this subsection."

AS STATED ABOVE THE UNDERSIGNED BIDDER IS CLASSIFIED AS FOLLOWS:

RESIDENT BIDDER
 NONRESIDENT BIDDER

CONTRACTOR:

Big River Construction, Inc.

Firm Name

35064 Hwy 101 Business

Address

Astoria, OR 97103

City, State, Zip Code

Mike Sarin, President

Name and Title

(503) 338-3878

Area Code and Phone Number

BID FORM

PROPOSAL OF Big River Construction, Inc. (hereinafter called "Bidder"), organized and existing under the laws of the State of Oregon, doing business as a corporation. (Insert "a joint venture", "a corporation", "a partnership" or "an individual" as applicable.)

To CITY OF SEASIDE
[hereinafter called "Owner"]:

- a) The undersigned Bidder, in compliance with your invitation for bids, including the ADVERTISEMENT FOR BIDS and the INSTRUCTIONS TO BIDDERS, for

**CITY OF SEASIDE—WAHANNA ROAD
LOWER COHO CREEK FISH PASSAGE PROJECT
PROJECT # 2022**

Having examined the plans and specifications with related documents and having examined the site of the proposed work, and being familiar with all the conditions pertaining to the construction of the proposed project, hereby proposes to furnish all labor, materials, equipment, and supplies necessary to construct the project in accordance with the contract documents within the time set forth therein, and at the unit prices stated below. It is understood by the Contractor that the City of Seaside and Necanicum Watershed Council will be pre-purchasing some materials for the project in order to maximize funding for the project. The specifics of what materials are being purchased can be requested by the bidder. The prices are to cover all the costs connected with performing the work required under the contract documents, of which this proposal is a part.

- b) The Bidder submits the lump sum prices set forth herein as those at which the Bidder will perform the work involved.
- c) The Bidder certifies, by the submission of this bid, all requirements of ORS 279.350 (Prevailing Wage Rate Laws) will be complied with throughout the course of this contract.
- d) The Bidder acknowledges receipt of the following Addenda numbered 1 through 2. The Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of bid security. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing date for receiving bids.
- e) The Bidder agrees to comply with all the Federal, State, and Local laws, ordinances, rules, and regulations that are pertinent to construction contracts of this character even though such laws may not have been quoted or referred to in the contract documents.
- f) Upon receipt of written Notice of Award, Bidder shall execute the Agreement attached no later than July 1, 2023 and deliver a Performance and Payment Surety Bond as required by contract documents. The Bid Security accompanying this bid is to become the property of the Owner in the event the contract and bond is not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

- g) The Bidder agrees to substantially complete the project on or before **September 15, 2023 at the close of the in-water work period.** The Bidder accepts the provisions of the Agreement regarding liquidated damages.
- h) The Bidder declares that the only persons or parties interested in this bid are those named herein, that this bid is in all respects fair and without fraud, and that it is made without collusion with any other bidder, and without collusion with any representatives of the Owner. The Bidder hereby represents that no employee of the Owner, or any partnership or corporation in which an employee of the Owner has an interest, has or will receive any remuneration of any description from the Bidder, either directly or indirectly, in connection, except as specifically declared in writing.
- i) The Bidder certifies that the Bidder has not discriminated against any group or small business enterprises on the basis of ethnicity, gender identity, sexual orientation, religion, age or other identifiers in obtaining any required subcontracts.
- j) The Bidder will complete the work for the following prices in accordance with the Schedule of Contract Prices as follows:

Bid shall be on the lump sum basis.

TOTAL: \$ 654,035.00

Six-hundred fifty four thousand thirty five dollars.

DOLLAR AMOUNT WRITTEN IN WORDS

- k) The following documents are attached to and made a condition of this bid:
 - a. The required Bid Security enclosed with the Bid Form.
 - b. The First-Tier Subcontractor Disclosure Form is submitted in a separate envelope within two hours after the date and time of the bid opening.
 - c. Residency Form
 - d. Addenda Form
 - e. This Bid Form.

Respectfully Submitted,

Name of Firm Big River Construction, Inc.

Address 35064 Hwy 101 Business

Astoria, OR 97103

Federal Employer I.D. No. 93-1317009

State Employer I.D. No. 1123296-2

State C.C.B. Registration No. 147632


Telephone (503) 338-3878

FAX No. (503) 325-3119

By 
(Signature)

Name Mike Sarin
(Please print)

Title President

If Corporation, Attest 
Dated this 15th day of May, 2022.

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that Big River Construction, Inc.
hereinafter called the Principal, and Employers Mutual Casualty Company, a
corporation duly organized under the laws of the State of Iowa, having its principal
place of business at PO Box 3199, Greenwood Village, in the State of CO 80155-3199, and
authorized to do business in the State of Oregon, as Surety, are held and firmly bound unto the
City of Seaside, OR, hereinafter called the Obligee in the Penal Sum of
Five Percent (5%) of Bid Amount Dollars (\$5% of Bid Amount), for the payment of which, well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, by these present.

The condition of this bond is such that, whereas the Principal herein is herewith submitting his or
its Bid for Lower Coho Creek Fish Passage Project said Bid, by reference thereto, being
hereby made a part hereof.

NOW, THEREFORE, if the said Bid submitted by the said Principal, be accepted, and the
contract be award to said Principal, and if the said Principal shall execute the proposed Contract and shall
furnish the Performance Bond as required by the Solicitation Document within the time fixed by said
documents, this obligation shall be void, if the Principal shall fail to execute the proposed Contract and
furnish the Performance Bond, and Payment Bond, the Surety hereby agrees to pay to the Obligee the
penal sum as liquidated damages.

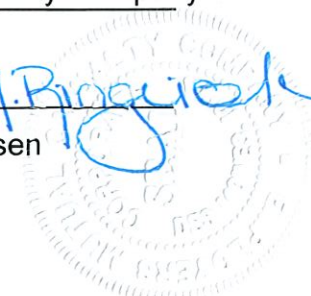
Signed and sealed this 11 day of May, 2023.

Big River Construction, Inc.
Principal

By: 

Employers Mutual Casualty Company
Surety

By: 
Attorney-in-fact
Tamara A. Ringeisen





P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make constitute and appoint

MICHAEL S. MANSFIELD, DONALD PERCELL SHANKLIN JR., SARA SOPHIE SELLIN, MISTI M. WEBB, TAMARA A. RINGEISEN, Amber Lynn Reese, Lois F. Weathers

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

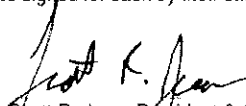
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

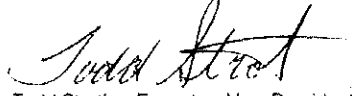
AUTHORITY FOR POWER OF ATTORNEY

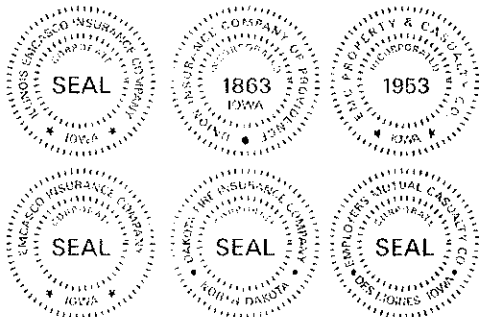
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

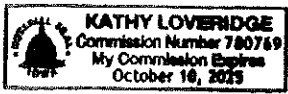

 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

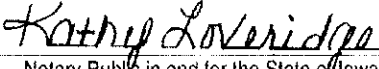

 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.




 Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11 day of May, 2023.


 Ryan J. Springer
 Vice President



35064 Hwy. 101 Business / Astoria, OR 97103
Phone: 503-338-3878 | Fax: 503-325-3119
www.bigrivercompanies.com

A. Describe the proposed approach to completing the project elements and meeting the goals described in this RFP:

1. Mobilize to jobsite
2. Set up fish salvage system
3. Defish
4. Dewater / set up bulk bags
5. Demo concrete/asphalt
6. Clearing and grubbing
7. Remove existing culverts
8. Culvert footing excavation
9. Place rock
10. Set culvert blocks
11. Install culvert arch
12. Place rip rap
13. Backfill culvert
14. Streambed restoration
15. Place wood habitat structures
16. Stabilize slopes
17. Remove dewatering
18. Prep for concrete/asphalt
19. Install curb & gutter
20. Pave new asphalt
21. Relocate road sign / Striping

B. List available equipment and operators and operating rates (federal prevailing rates – Hourly Rates are also for utility relocate work):

- Unoperated Excavator John Deere 50 - \$75.00/HR
- Unoperated Excavator John Deere 130 - \$104.00/HR
- Unoperated Excavator John Deere 210 - \$138.00/HR
- Unoperated Excavator John Deere 330 - \$175.00/HR
- Unoperated 84" Roller - \$100.00/HR
- Operator Rates - \$130.00/HR
- Laborer Rates - \$96.00/HR
- Solo Truck - \$125.00/HR
- Vac Truck - \$350.00/HR
- More information available upon request

C. Provide the complete cost sheet including all costs and taxes:

- a. Please see attached Bid Item Schedule



35064 Hwy. 101 Business | Astoria, OR 97103
Phone: 503-338-3878 | Fax: 503-325-3119
www.bigrivercompanies.com

-
- D. Provide three client references, preferably references in the lower Columbia River and North Oregon Coast regions or neighboring communities when available:
1. Klaskanine Fish Hatchery Intake Passage – Kregg Smith – 503-779-8212
 2. Bible Creek Road Culvert Project – Matthew Gilger – 303-236-5396
 3. Cedar Creek Culvert Replacement – Nathan Crater – 503-338-5173
- E. If contractor has completed similar public street and drainage, tidal wetland, fish passage or excavation jobs in the past, indicate this in the response to proposal:
1. Klaskanine Fish Hatchery Intake Passage - 2022
 2. Bible Creek Road Culvert Project - 2022
 3. Cedar Creek Culvert Replacement - 2022
- F. Demonstrate ability to meet the timeline outline in Section VII of this document.
Big River Construction will take proper steps in implementing a construction schedule that best utilizes the in-water work window to complete the project no later than September 15th, 2023.

Lower Coho Creek Fish Passage Project					
PROJECT BID SHEET					
DATE					
ITEM NUMBER	ITEM DESCRIPTION	Qty	UNIT	UNIT COST	TOTAL
SECTION 00200 TEMPORARY FEATURES AND APPURTENANCES					
0210-010000A	MOBILIZATION	1	LS	112,000.00	112,000.00
0221-0101000A	TEMPORARY TRAFFIC CONTROL	1	LS	5,000.00	5,000.00
0245-010000A	TEMPORARY WATER MANAGEMENT	1	LS	32,000.00	32,000.00
0253-0106000A	TEMPORARY ACCESS ROADS	1	LS	15,000.00	15,000.00
0280-0100000A	EROSION, SEDIMENT, AND POLLUTION CONTROL	1	LS	10,000.00	10,000.00
0280-0113000F	SEDIMENT FENCE	130	LF	26.00	3,380.00
0280-0115030F	STRAW WATTLE SEDIMENT BARRIER	30	LF	18.50	555.00
SECTION 00300 ROADWORK					
0305-0100000A	CONSTRUCTION SURVEY	1	LS	25,000.00	25,000.00
0310-0103000J	REMOVAL OF SURFACINGS	4,490	SY	0.50	2,245.00
0310-0101000F	REMOVAL OF CURBS	90	LF	13.50	1,215.00
0310-0102000J	REMOVAL OF SIDEWALK	100	SY	14.00	1,400.00
0310-0091000A	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1	LS	25,000.00	25,000.00
0320-0100000R	CLEARING AND GRUBBING	0.1	AC	136,000.00	13,600.00
0330-0105000K	CHANNEL EXC. INCL HAUL TO OFFSITE DISPOSAL	70	CY	92.00	6,440.00
0330-0136000K	EMBANKMENT FILL - ODOT SS 00330.15	430	CY	120.00	51,600.00
0350-0100000J	GEOTEXTILE FABRIC	180	SY	7.50	1,350.00
0390-0111000M	SCOUR PROTECTION ROCK - CLASS 200	190	TN	125.00	23,750.00
0390-0111000M	STREAMBED COBBLES	60	TN	180.00	10,800.00
0390-0111000M	STREAMBED GRAVELS	90	TN	120.00	10,800.00
1040-0203000E	STREAMBED BOULDERS	50	EA	50.00	2,500.00
SECTION 00400 DRAINAGE AND SEWERS					
00450-	CONTECH MULTIPLATE ARCH CULVERT	1	LS	105,000.00	105,000.00
0450-0190000K	CONTECH FOUNDATION	1	LS	20,000.00	20,000.00
0480-0100000F	DRAINAGE CURBS	90	FT	74.00	6,660.00
SECTION 00500 BRIDGES					
0510-0101000K	STRUCTURE EXCAVATION	1310	CY	46.00	60,260.00
0510-0101000K	SHORING OR EXTRA EXCAVATION	740	CY	46.00	34,040.00
SECTION 00600 BASES					
0640-0100000M	AGGREGATE BASE - ROAD BASE COURSE	310	TON	42.50	13,175.00
0640-0100000M	AGGREGATE BASE - ROAD TOP COURSE	60	TON	167.00	10,020.00
0641-0100000M	DENSE GRADED AGGREGATE SUBGRADE - ODOT SS 02630.10	40	TN	118.00	4,720.00
0641-0100000M	SUBGRADE ROCK - ODOT SS 00330.16	490	TN	36.50	17,885.00
SECTION 00700 WEARING SURFACES					
0705-0100000M	HOT MIX ASPHALT	120	TON	190.00	22,800.00
SECTION 00800 PERMANENT TRAFFIC STRUCTURES AND GUIDANCE DEVICES					
0860-0200000F	LONGITUDINAL PAVEMENT MARKINGS - PAINT	360	FT	6.00	2,160.00
SECTION 01200 IN CHANNEL WORK					
01220-SP	WOOD HABITAT STRUCTURES - SALVAGED ROOTWAD	3	EA	460.00	1,380.00
01220-SP	WOOD HABITAT STRUCTURES - SALVAGED FOOTER LOG	3	EA	460.00	1,380.00
01220-SP	WOOD HABITAT STRUCTURES - SALVAGED PIER LOG	2	EA	460.00	920.00
TOTAL CONSTRUCTION COST					654,085.00

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
 (Submit within two (2) working hours following bid closing.)

Project Name	Lower Coho Creek Fish Passage Project
Address	1125 S Wahanna Rd, Seaside, OR 97138
County	Clatsop
Bid Closing Date	05/15/23 - 3:00PM
Name of Bidding Contractor	Big River Construction, Inc.

This form must be submitted at the location specified in the Invitation to Bid, on the advertised Bid Closing date and within two working hours after the advertised Bid Closing time.

List below the name of each subcontractor that will furnish labor or labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. **Check "None" if there are no subcontractors that need to be disclosed.** (Attach additional sheets if necessary.)

<input checked="" type="checkbox"/>	<i>NONE (NO SUBCONTRACTORS) CHECK THIS BOX IF YOU WILL NOT BE USING ANY FIRST-TIER SUBCONTRACTORS OR IF YOU ARE NOT SUBJECT TO THE DISCLOSURE REQUIREMENTS</i>
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Name	Category of Work	Dollar Value



Staff Report – City Council Meeting

Meeting Date: June 12, 2023
Author: Joey Daniels – Fire Chief
Department: Seaside Fire & Rescue
Subject: Ambulance Service Fees
Type of Item: Resolution

Introduction:

Staff has begun the process of acquiring the apparatus (ambulance) and tools necessary to offer ambulance service to those in the Seaside response area, as well as those requested by mutual aid. This is after the direction from City Council to move forward with the ambulance service. The resolution would approve the billing of services provided.

Background:

On the heels of the Coronavirus Pandemic – and even leading up to the beginning of the pandemic, there has been a nationwide shortage of paramedic services, including here in Clatsop County. Because of staffing shortages, and difficulty filling shifts, fewer ambulances are on the road in Clatsop County. This equates to greater stress on the system and the potential for delayed response to calls where a paramedic and/or transport services are needed. Seaside has experienced this firsthand, with crews unable to leave a medical scene (which they were called to help with) because the ambulance service is unable to make it there in adequate time.

During the goal-setting meetings with City Council in January 2023, it was discussed that the fire department was looking into operating an ambulance and offering transporting services when Medix is delayed, and sufficient staffing is available. This service is needed to cut down our out-of-service times and times on scene while waiting for a delayed ambulance from Medix. Following a brief meeting with Medix in January to discuss the possibility of this action, we have received a letter of support from the owner of Medix to help them as needed. Subsequently, and should we begin this acquisition process, Medix has gone on to request us to respond to calls in other jurisdictions, as we are available when their system is over capacity.

At the City Council meeting May 7, 2023, there were discussions about moving forward to provide ambulance services. The City Council provided the support to move forward with purchasing a used ambulance and equipment.

Department Review:

Seaside Fire & Rescue has started acquisition of used ambulance and equipment to start the ambulance transport service. The department anticipates having the ambulance in service by July 1, 2023. At this time Seaside Fire & Rescue request City Council approve a resolution in order to start billing for services provided.

This fee resolution is based on the same fees that Medix Ambulance charges when they transport. We have also added fees for motor vehicle accidents and special event requests when we are needed for

standby. It also states how we are using the 2023 Oregon State Mobilization Plan for the hourly cost for apparatus.

Budget Impact:

With this resolution we are expecting to generate revenue to offset the expenses that are going to be incurred with the ambulance being in service.

Requested Action:

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

“I move to read Resolution #4019 by title only.”

followed by:

“I move to adopt Resolution #4019”

Alternatives:

The City Council could choose not to proceed with the resolution and Seaside Fire & Rescue would not bill for the service provided and the cost would not be recouped.

Attachments:

Resolution #4019 and Exhibit ‘A’

Staff and/or Key Contacts:

Joey Daniels – Fire Chief

David Rankin – Division Chief

RESOLUTION #4019

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ESTABLISHING SEASIDE FIRE & RESCUE SERVICE FEES

Seaside Fire & Rescue will be establishing the operations of ambulance service and offering transporting services when Medix is delayed or request assistance, and sufficient staffing is available. Seaside Fire & Rescue discussed the need for an additional ambulance service. Due to the demands of the last several years and the increase in the on-scene times for medical calls there is a need to immediately add an ambulance to Seaside Fire & Rescue to transport.

WHEREAS, the Seaside Fire & Rescue propose to operate an ambulance service; and

WHEREAS, the City Council reviews and authorizes the Seaside Fire & Rescue service fees.

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

SECTION 1. In accordance with Chapter 34.03 of the Seaside Code of Ordinances, fees for City Services are adopted as follows:

SECTION 2. Seaside Fire & Rescue, fees described in Exhibit 'A' be established effective July 1, 2023, for services provided by the Seaside Fire & Rescue ambulance service.

SECTION 3. Seaside Fire & Rescue will honor the ambulance membership offered by Medix Ambulance Service; Lifeguard.

SECTION 4. Seaside Fire & Rescue shall provide emergency medical care at the advanced life support level on ambulance so long as resources allow.

SECTION 5. Seaside Fire & Rescue shall reserve the right to accept assignment of payment received from any third-party payer.

SECTION 6. This Resolution shall become effective June 12, 2023, upon approval of the resolution.

BE IT FURTHER RESOLVED a schedule of fees, unless otherwise provided by law, is established as follows in exhibit 'A'.

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

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

STEVE WRIGHT, MAYOR

ATTEST:

Spencer Kyle, City Manager

EXHIBIT 'A'

Base Rate	\$1,700.00
Mileage (per loaded mile)	\$25.00
MVA Response	\$300.00
Structural Engine	\$100.00
Brush Truck	\$60.00
Water Tender	\$80.00
Ariel/Tiller	\$150.00
Command	\$45.00
Rescue Vehicle	\$45.00
Ambulance Stand By	\$100.00 per hour
Personnel Stand By	Current Benefited Rate

1. **Base Rate:** The base rate fee covers all medical supplies, equipment, procedures, and services associated with pre-hospital medical care and ambulance transportation. Mileage and other services are billed in excess of the base rate. One base rate fee is charged for each patient transported.
2. **Mileage:** A mileage fee is charged for each patient who is transported. Mileage is based on "loaded miles" from the point of patient origin to destination and is computed to the nearest whole mile.
3. **MVA Response:** Base rate for responding to MVAs, plus the hourly rate for each apparatus and all personnel responding. This fee will be billed to each vehicle involved.
4. **Structural Engine/Brush truck/ Water Tender/ Ariel-Tiller/ Command/Rescue:** Fees charged when an additional Fire Department unit assists in performing fire suppression activities, extrication, or rescue services. **Billed at 2023 OSFM Mobilization Rates.
5. **Stand-by Coverage (unit):** The stand-by coverage unit fee is charged to individuals and organizations that are required or request apparatus be dedicated or stand-by for an event.
6. **Stand-by Coverage (Personnel):** The stand-by coverage Personnel fee is charged to individuals and organizations that are required or request apparatus or personnel for an event. The compliment of crew will be determined by Fire Department Chief or his designee.

Staff Report – City Council Meeting



Meeting Date: June 12, 2023
Author: Zach Fleck; Finance Director
Department: Finance
Subject: Creation of Fire Equipment Fund (23)
Type of Item: Resolution

Introduction:

Staff are recommending approval for a new Fire Equipment Fund.

Background:

In November of 2022, Seaside voters approved a new fire levy to replace the current fire levy, which expires in June of 2023.

Department Review:

Given that the fire levy is specific on the items that funds can be spent on, the most efficient way to accomplish this in the current financial system is to create a new fund, Fire Equipment (23) – (Fund 223), to account for revenues and expenditures associated with the levy.

An interfund loan will be processed in the amount of \$1,250,000 at 0% interest from the Convention Center Fund so that Seaside can purchase a new fire training tower and put a down payment on new fire apparatus. Future collections in the Fire Levy fund will be used to pay back this loan over a period of no more than five years.

This fund was included as part of the Seaside budgeting process this year, so no alterations are needed to the recommended budget that was approved by the Budget Committee.

Budget Impact:

There is no budget impact to this item.

Alternatives:

We could account for these items within the Public Safety fund, but additional steps would be required to ensure that funds are expended in the ways that the voters approved.

Requested Action:

If the Seaside City Council is ready to create the Fire Equipment Fund, for the attached resolution, a Councilor would make the following motion:

“I move to read Resolution #4020 by title only.”

followed by:

“I move to adopt Resolution #4020”

Attachments:

Resolution 4020 – Creating Fire Equipment (23) Fund

Staff and/or Key Contacts:

Zach Fleck – Finance Director
Spencer Kyle – City Manager

RESOLUTION # 4020

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON,
AUTHORIZING THE CREATION OF A FIRE LEVY FUND**

WHEREAS, the City of Seaside will receive voter-approved funding for the Seaside Fire Department, and

WHEREAS, the segregation of these funds will provide for a more accurate picture of when and how these funds are used, and

WHEREAS, accounting for these funds will be critical to the proper handling of these funds.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Seaside City Council hereby creates the Fire Equipment (23) Fund (223) to be used to account for spending of funds associated with the 2022-2027 Fire Levy.

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

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

STEVE WRIGHT, MAYOR

ATTEST:

Spencer Kyle, City Manager

Staff Report – City Council Meeting



Meeting Date: June 12, 2023
Author: Zach Fleck; Finance Director
Department: Finance
Subject: Creation of Tourism Activity Fund
Type of Item: Resolution

Introduction:

Staff are recommending approval for a new Tourism Activity Fund.

Background:

Tourism is a major economic driver for the City of Seaside. As such, Seaside has had an active tax or fee on overnight stays in the City dating back to the 1970's. These fees have provided a significant revenue source for the City and has allowed Seaside to expand and enhance its tourist-related offerings for the better part of a half of a century.

In 2003, the State of Oregon established their own Transient Lodging Tax (TLT) of 1 percent in order to fund an initiative called Travel Oregon. At that time, the state also passed a law that required local governments with existing Transient Lodging Taxes to maintain the percentage that was being used to promote tourism and tourism-related facilities. In addition to this, the State required that any new or increased local TLT's use at least 70 percent of the revenue to support tourism and tourist-related facilities in their locality.

Department Review:

Currently, TLT funds are dispersed in the following manner:

- 16.08%: Visitor's Bureau
- 15.12%: Public Safety
 - .8% Must be allocated to lifeguards
- 56.8%: Convention Center
 - Priority:
 - 1st: Payment of outstanding debts
 - 2nd: maintaining, upgrading, expansion of the CC building, property, and equipment
 - 3rd: general operations
- 4.08%: Convention Center capital improvement fund
- 2.32%: Capital Improvement and maintenance fund
- 2.48%: Public Works for maintenance and operation of tourist related facilities
- 1.92%: Prom Improvement fund
- 1.2%: Emergency Readiness fund

This disbursement methodology has created large balances in some funds, where the funding could be better allocated elsewhere. Concurrent to this resolution, we will request that we amend the Seaside City code to allow for more flexibility in funding allocation, while still adhering to Oregon State requirements related to tourism funds.

The TLT funds are dispersed to the above funds and department as they are received. Staff recommends that City Council create a Tourism Activity Fund (121) for the receipt of TLT funds. This fund will collect all hotel transient lodging taxes and transfer them out to debt, capital, and operational funds as needed.

The Tourism Activity Fund (121) was included in the recommended budget from the Seaside Budget Committee, so no supplemental budget will be required.

Budget Impact:

This will not result in a direct budget impact, as the City will continue to receive these funds. The TLT funds will just be received into a different fund before disbursement.

Requested Action:

If the Seaside City Council is ready to approve the attached resolution and create the Tourism Activity Fund, a City Councilor would make the following motion:

“I move to read Resolution #4021 by title only.”

followed by:

“I move to adopt Resolution #4021”

Alternatives:

The City could maintain the status quo.

Attachments:

Resolution 4021 – Creating Tourism Activity Fund

Staff and/or Key Contacts:

Zach Fleck – Finance Director

Spencer Kyle – City Manager

RESOLUTION # 4021

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON,
AUTHORIZING THE CREATION OF A TOURISM ACTIVITY FUND**

WHEREAS, the City of Seaside receives transient room tax revenue that is restricted by the State of Oregon in how it can be expended, and

WHEREAS, the segregation of these funds will provide for a more accurate picture of when and how these funds are used, and

WHEREAS, accounting for these funds will be critical to the proper handling of these funds.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Seaside City Council hereby creates the Tourism Activity Fund (121) to be used to account for the spending of funds associated with hotel transient room taxes.

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

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

STEVE WRIGHT, MAYOR

ATTEST:

Spencer Kyle, City Manager



Staff Report – City Council Meeting

Meeting Date: June 12, 2023
Author: Zach Fleck, Finance Director
Department: Finance
Subject: Transient Room Tax
Type of Item: Public Hearing and Ordinance

Introduction:

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

Background:

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

Department Review:

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

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

Budget Impact:

The State allows cities to retain 30% of TLT for use in the general fund. Since 2016, the city has been allocating only 18% of TLT funds to the general fund. The new ordinance will reduce the amount disbursed to specific departments; however, those previous disbursements were often disbursed more than the tourism related departments needed for capital and operations resulting in significant fund balances. There is no net difference to the budget due to the proposed changes, only a change in allocation methodology.

Requested Action:

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

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

City Council Discretion second motion: City Council may make the following motion:

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

Alternatives:

The City Council may choose not to make an amendment and the allocation for the Transient Room Tax collected would stay the same.

Attachments:

1. Ordinance 2023-04

ORDINANCE NO. 2023-04

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

THE CITY OF SEASIDE ORDAINS AS FOLLOWS:

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

32.08 PENALTIES AND INTEREST

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

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

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

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

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

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

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

32.15 ADMINISTRATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

YEAS:
NAYS:
ABSTAIN:
ABSENT:

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

STEVE WRIGHT, MAYOR

ATTEST:

Spencer Kyle, City Manager



Staff Report – City Council Meeting

Meeting Date: June 12, 2023
Author: Spencer Kyle, City Manager
Department: City Manager
Subject: Comment On Changes To National Flood Insurance
Program In Oregon
Type of Item: Approval

Introduction:

FEMA is seeking comments on proposed changes to the National Flood Insurance Program. FEMA has extended the comment period through June 26, 2023. City staff proposes that the City of Seaside make a formal comment to support the previously submitted and attached comment by Clatsop County.

Background:

The following Background and Department Review information was taken from documents created by Tillamook County and Van Ness Feldman, LLP.

NFIP Background

- Congress adopted the National Flood Insurance Act in 1968
- Intended to defray federal expenditures on flood recovery and to reduce future flood damages
- Grand Bargain: Congress will make flood insurance available in communities that adopt development restrictions at least as stringent as NFIP minimum standard (44 CFR §60.3)
- Goal: Reduce hazards to humans and structures from flooding. Not designed to protect habitat or species.
- To participate in the NFIP, local governments are required to adopt flood hazard regulations at least as stringent as FEMA minimum standards
- Mandatory flood insurance purchase requirement for federally-backed mortgages
- Local communities must participate in the NFIP to qualify for certain disaster relief
- Property owners must have flood insurance to qualify for disaster relief following flood event
- Result: Voluntary program effectively rendered mandatory

NFIP and Endangered Species in Oregon

- Series of lawsuits around the country challenging FEMA’s compliance with the Endangered Species Act (ESA)
- In Oregon, FEMA settled and agreed to consult regarding the effect of the NFIP on threatened and endangered species and designated critical habitat
- National Marine Fisheries Services issued Biological Opinion
- Concluded that FEMA’s implementation of the NFIP in Oregon was resulting in:
 - Jeopardy to 16 ESA-listed anadromous species and Southern Resident killer whales and;
 - The destruction or adverse modification of designated or proposed critical habitat

Department Review:

FEMA’s Implementation Plan

- Imposes a “no net loss or beneficial gain” standard on all floodplain development in 30 Oregon counties and cities within those counties

- Plan effectively shifts the burden from FEMA to local jurisdictions to adopt more restrictive development standards for floodplain areas
- Calls for “no net loss” of three floodplain functions:
 - Flood storage -> restricts placement of fill
 - Water quality -> restricts addition of impervious surface
 - Riparian habitat -> restricts removal of vegetation within a 170-foot buffer of rivers and streams
- Translates to significant reductions in development capacity for floodplain properties
- Applies to most agricultural activities other than regular crop harvest (applies if activity involves filling or grading)
- Compliance with these new standards will be a condition of continued participation in the NFIP

Examples of limitations

- Restricts subdivision of land in floodplain
- Limits development on land in floodplain – e.g.,
 - One unit per lot (residential)
 - Limits fill; requires elevation
 - Limits new impervious surface
 - Restricts development within 170-feet of rivers and streams
- Additional stormwater management requirements, including LID
- Communities that do not implement FEMA’s floodplain changes will be removed from the NFIP
- Non-participation in NFIP is not a viable option
 - Forces property owners into default under their federally-backed loans
 - No access to federal disaster funds

More information may be found at <https://www.fema.gov/about/organization/region-10/oregon/nfip-esa-integration>

Currently, the City of Seaside does not know the full extent of impact on our community. We do not have data on how much land might be affected or how much future housing development may be hindered. Staff currently understand that there are approximately 650 properties within the City that receive NFIP insurance. These owners would see significant increases in insurance rates should the City no longer enforce the FEMA standards.

Budget Impact:

There is no budget impact to submitting a comment. However, if the FEMA plan is implemented, the City will see significant increases in development costs.

Requested Action:

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

“I move to approve the letter supporting Clatsop County’s comment to FEMA regarding changes to the National Flood Insurance Program.”

Alternatives:

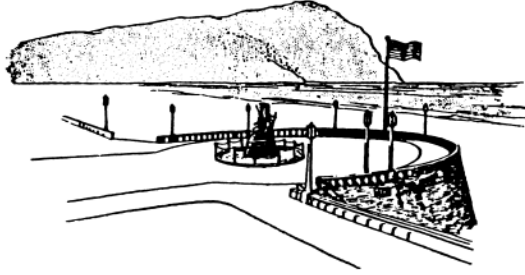
The City Council may make changes to the letter or choose not to submit a comment.

Attachments:

1. City of Seaside letter of support
2. Clatsop County formal comment letter

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

June 12, 2023

Federal Emergency Management Agency

Dear FEMA Staff,

On behalf of the Seaside City Council, this letter serves as support for the attached comment submitted by Clatsop County regarding the changes to the National Flood Insurance Program in Oregon. We have reviewed the letter prepared by Clatsop County and fully support the findings and requests contained therein.

Specifically, we want to reiterate and emphasize the significant consequences the proposed regulations may have on our community. One of the critical issues for our community is the need for more housing—specifically workforce housing. We believe that the proposed plan could significantly curtail future housing development disparately affecting our lower income community and working families.

The City of Seaside has significant concerns regarding the implementation plan as currently drafted. It is likely to generate substantial financial expenditures and draw on already maximized staff capacities, costs that will primarily be borne by local governments with limited technical and financial assistance from state or federal agencies. The likelihood of increased litigation will impact jurisdictions' fiscal capacity and increase development costs for property owners. While needing to increase and facilitate construction of housing, the proposed implementation plan appears to drastically limit new development, possibly putting local governments out of compliance with other state-mandated requirements.

As currently drafted, the City of Seaside is opposed to the implementation plan.

Sincerely,

Steve Wright, Mayor



Clatsop County

Board of Commissioners

800 Exchange St., Suite 410
Astoria, OR 97103
(503) 325-1000 / (503) 325-8325 fax
www.clatsopcounty.gov

April 11, 2023

Federal Emergency Management Agency

**RE: DOCKET ID # FEMA-2023-0007
FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

Dear FEMA Staff:

Thank you for the opportunity to review and comment on the above-referenced item. Clatsop County has completed its review and has several significant concerns and questions regarding the proposed Environmental Impact Statement (EIS) for the implementation of the plan for National Flood Insurance Program (NFIP) – Endangered Species Act (ESA) Integration in Oregon:

- While it appears that the Department of Land Conservation and Development (DLCD) has hosted stakeholder meetings, it does not appear that local elected officials were specifically sought out for input. It is elected officials and not staff that are directly responsible to their constituents and this would appear to be a flaw in the outreach component of this scoping process.
- What steps are being taken to limit development in areas that are outside the Special Flood Hazard Area, but which are now experiencing flooding due to climate change, sea level rise or other causes? How will impacts to ESA-listed species and critical habitats be accounted for in the implementation plan?
- The four paths identified in the Implementation Plan have not been fully-developed, leaving local governments to provide comments on items they have not been produced, reviewed or vetted for potential implementation costs. Specifically:
 - A model ordinance has not yet been developed or provided for public comment and review. Without this opportunity, local governments are unable to fully know the potential impacts of the implementing the plan nor the costs associated with those implementation measures.
 - In order to implement paths 3 or 4 of the draft implementation plan, it appears that local jurisdictions would need to expend significant funds to obtain technical expertise to complete either a compliance plan or a habitat conservation plan. These unknown costs would likely force small and/or rural local governments into “choosing” either path 1 or path 2. This is not truly a choice.
- Under the current schedule, implementation may begin to be required as early as 2025. Implementation will also potentially coincide with implementation of the Oregon Housing Needs Analysis and requirements for communities to produce a specific number of housing units each year or face potential penalties. Some counties will also be facing revenue reductions to to implementation of the Oregon Department of Forestry’s Habitat Conservation Plan. No efforts have been taken to coordinate these three very significant state/federal actions or analysis done to determine the cumulative fiscal impacts on these local governments. This trifecta of regulation will have extremely significant negative potential impacts, particularly to small and/or rural local governments.

- The proposed reporting requirements for local communities will require additional staff time, constituting an unfunded mandate. The reporting requirements proposed in RPA Element 5 of the implementation plan would require local governments to either collect and analyze data that most staff members are not trained to do (ex: identify the amount of compensatory storage measured by volume and area; the change in timing, velocity or peak flows of stormwater runoff due to new impervious surfaces, etc.). Conversely, local governments could require applicants to provide this analysis, which will significantly increase development costs and times. Additionally, because the final reporting tool has not been developed or tested, it is unsure how long it will take local government staff to compile and input the required information, potentially diverting staff resources from other state-mandates such as housing.
- The implementation plan does not clearly identify what entity determines the quantity and quality of mitigation required.
- FEMA's current shift towards a single-phased full implementation approach, places smaller and rural communities at a disadvantage. Larger communities, which have access to more resources, will face fewer potential penalties during implementation. Smaller communities, which are often already understaffed, will now need to provide additional training and reallocate scarce resources. Phased implementation would provide smaller jurisdictions with additional time to prepare for implementation and to benefit from resolution of unforeseen issues that larger jurisdiction might encounter if the plan were phased.
- It is unclear from the implementation plan whether a community can repeal higher regulatory standards once they have been adopted. Does the implementation allow jurisdictions to eliminate higher standards and adopt only the minimum standards required?
- Implementation of the plan will likely result in "takings" claims by local property owners, as the proposed plan will severely restrict or completely prohibit development in the Special Flood Hazard Area. This will create additional legal costs for both local governments and property owners. To date, no state or federal funding or assistance has been proposed to assist local governments with those potential future lawsuits.
- The implementation plan exempts forest and agricultural practices, providing they do not involve "filling, grading, or construction of levees or structures." Agricultural activities in Clatsop County will almost always require some level of fill or grading in order to prepare fields for planting. The current implementation plan would significantly increase agricultural costs or prohibit agricultural activities.
- It is unclear whether the implementation plan requirements would take precedence over the requirements of Oregon's Forest Practices Act. Commercial timber activities are not regulated or permitted by local governments. However, some activities such as road construction would require grading or filling. Would those activities now be prohibited under the draft implementation plan?
- The list of exemptions is extremely vague. For example, what constitutes "gardening"? How is this activity different than "agriculture"? Is it simply the scale of the activity? If so, what is the threshold between "gardening" and "agriculture"? What is a homeowner wants to install a raised garden bed? Would that still be exempt or will local governments be required to issue permits for those types of activities?
- Will any sort of variance process or appeal process be developed to provide relief from property owners who may lose all ability to develop their properties when the plan is implemented? If local governments are required to process variance requests, this will also require additional staff resources and will also increase development costs.

For project information and updates, visit us on the web!

www.co.clatsop.or.us/landuse

|

www.facebook.com/ClatsopCD

- Many of the proposed mitigation or implementation measures that are encouraged in the plan would also require local governments to expend significant monetary or staff resources to develop stormwater regulations, design manuals, etc. It is unclear from recent public meetings with technical or financial assistance would be made available to small and rural jurisdictions that do not have the capacity to develop such tools.
- The Buildout Analysis discussion in Appendix C of the implementation plan appears to exclude areas outside incorporated boundaries and urban growth boundaries. It is unclear whether counties are to perform their own analyses or whether an assumption has been made that no development would occur in areas outside UGBs.
- How are potential impacts from climate change and/or sea level rise being factored into FEMA's implementation plan?

Clatsop County has significant concerns regarding the Implementation Plan as currently drafted. It is likely to generate substantial financial expenditures and draw on already maximized staff capacities - costs that will primarily be borne by local governments with limited technical and financial assistance from state or federal agencies. The likelihood of increased litigation will impact jurisdictions' fiscal capacity and increase development costs for property owners. At a time when rural jurisdictions are being faced with potential revenue reductions due to ODF's Habitat Conservation Plan, while also being required to increase and facilitate construction of needed housing, the proposed Implementation Plan would appear to drastically limit new development, possibly putting local governments out of compliance with other state-mandated requirements. As currently drafted, Clatsop County is opposed to the above-referenced implementation plan.

Sincerely,



Mark Kujala, Board Chair
Clatsop County Board of Commissioners



Staff Report – City Council

Meeting Date: June 12, 2023
Author: Jeff Flory, Community Development Director
Department: Community Development
Subject: 21st Ave Right of Way
Type of Item: License Agreement

Introduction:

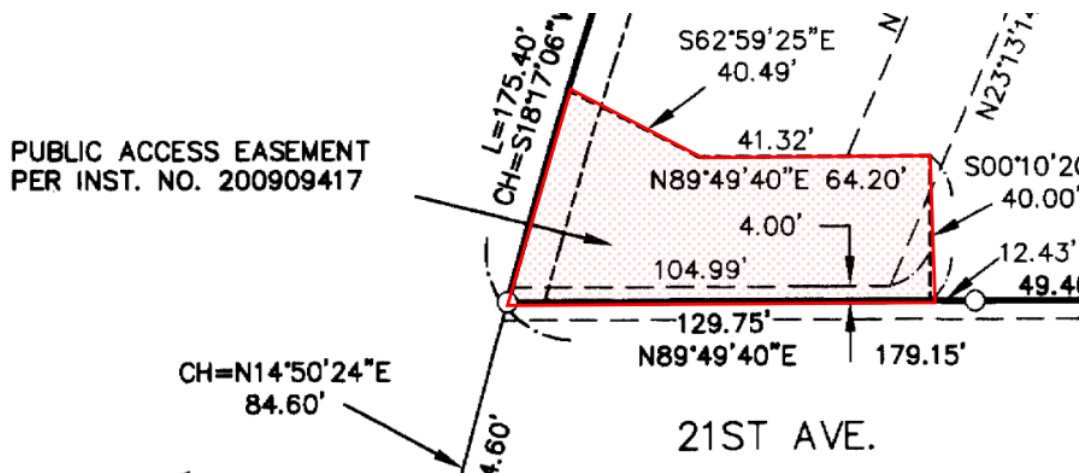
Cornet Properties LLC. Is seeking a license agreement to utilize the 21st Ave right of way for a transitional housing project.

Background:

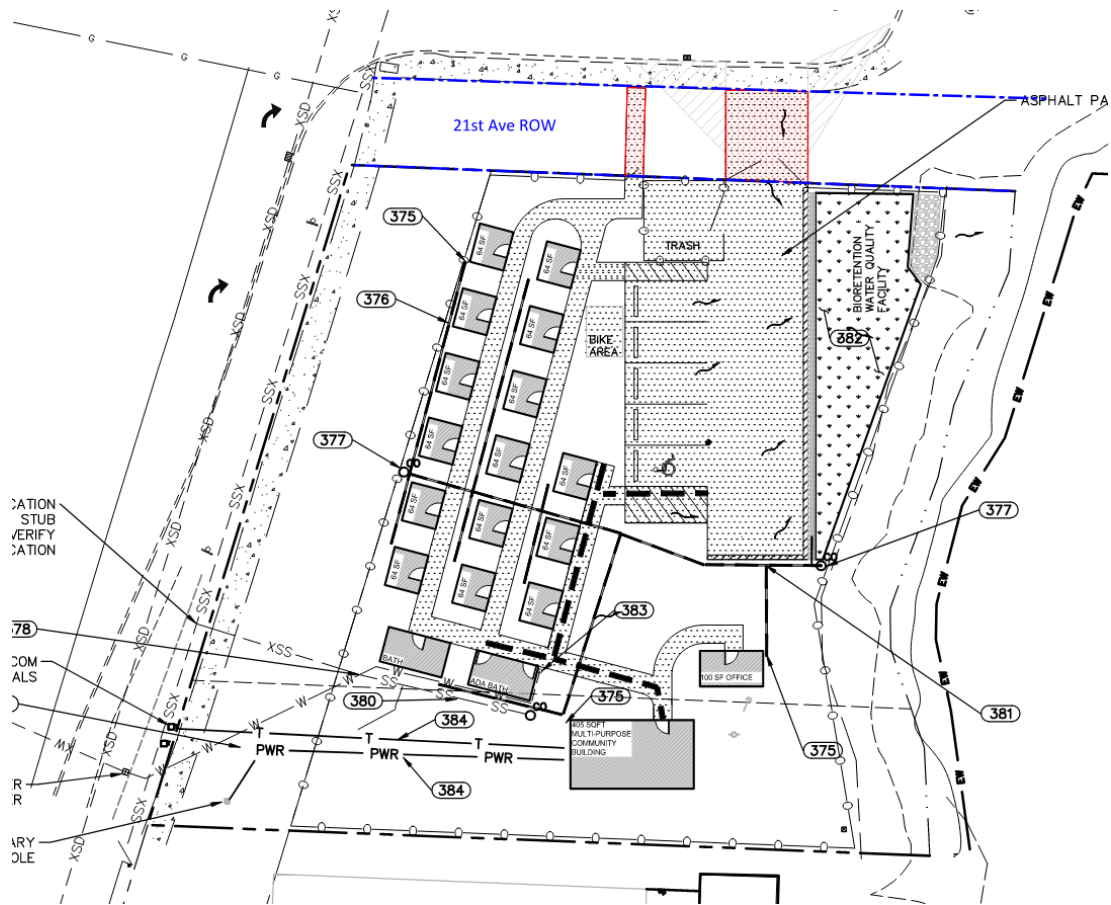
Clatsop Community Action (CCA) is developing an emergency shelter transitional housing facility at 2051 N. Roosevelt Dr. The property is accessed through a private road and across an undeveloped public right of way (21st Ave). The property owner, Cornet Properties LLC., needs a license agreement in order to develop a portion of the 21st Ave. right of way for access to the site.

Department Review:

The 21st Ave. public right of way is directly adjacent to a private road. The private road has a public access easement that was granted to the City of Seaside in 2009. This easement allows the public to use a portion of the private road for access. Public access on the private road extinguishes the need for the city to develop 21st Ave. in the future; however, Coronet Properties LLC. needs an agreement from the City to cross the 21st Ave. right of way to access their property.



The exhibit below shows the proposed locations of the vehicular and pedestrian crossing areas on the 21st Ave. right of way. Entering into a licensing agreement will allow the property owner and their tenant the ability to improve and surface the right of way crossings and develop their property.



The property owner is requesting an expedited review of this request as they are close to obtaining permits to begin the development. The property owner will need to provide a legal description for the portion(s) of the 21st Ave. right of way they would like to utilize for their access. The license agreement cannot be drafted until the legal description is provided to the City by the owner. The final license agreement will be subject to the City Manager’s and City Attorney’s final approval.

Budget Impact:

There is no impact to the budget.

Requested Action:

Staff is requesting the City Council discuss the applicant/property owner’s request. The City Council may choose to approve the request and direct staff to draft a license agreement between the City and Cornet Properties LLC. To be reviewed by the City Attorney and signed by the City Manager and the property owner or owner’s representative.

A councilor may make the following motion:

“I move to approve the license agreement between the City of Seaside and Cornet Properties LLC. For access and improvements within the 21st Ave. right of way pending the City Manager and City Attorney’s final review and approval. “

Staff and/or Key Contacts:

Jeff Flory, Community Development Director



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[Home](#) > [Public Comment Submission or Registration](#) > [Webform results](#) > Submission #23

Submission information

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

Submitted by Anonymous (not verified)

June 2, 2023 - 7:52pm

71.8.171.75

Full Name:

Rick Bowers

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

[REDACTED], Astoria, OR 97103

Phone Number:

[REDACTED]

E-mail Address:

rick@speak-peace.com

Confirm E-mail Address:

rick@speak-peace.com

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

City Council

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

June 12, 2023

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

In-Person

In-Person Instructions:

I have read and understand the in-person instructions.

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

General Comment

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

Housing & Homelessness

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

[ca-rhna.pdf](#) ^[2]

Please select one of the following required options:

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

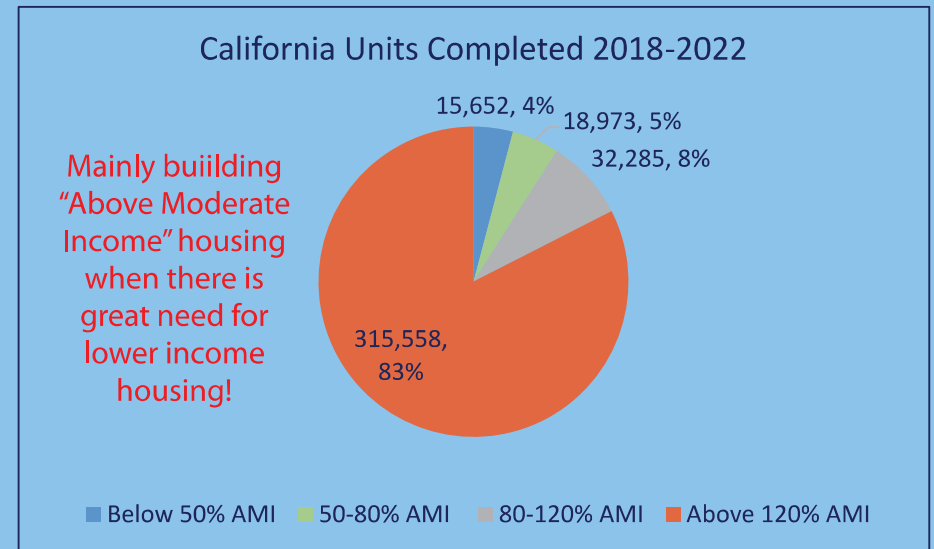
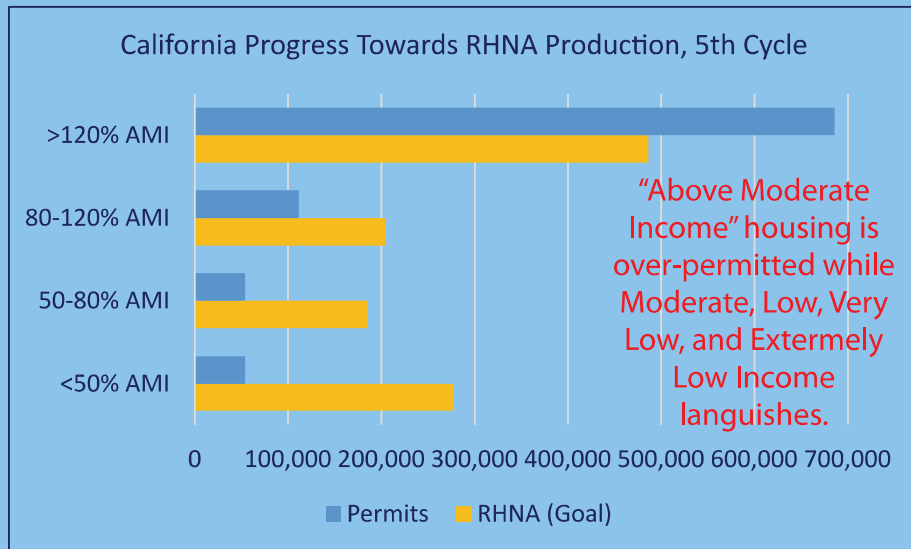
Source URL: <https://www.cityofseaside.us/node/20386/submission/11891>

Links

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

[2] <https://www.cityofseaside.us/system/files/webform/ca-rhna.pdf>

California's Regional Housing Needs Allocation, RHNA Progress toward goals: Cycle 5 ~2013 to present-ish^{1,2} ...the model for Oregon Housing Needs Analysis



Median Family Income	New units for each of the following...				
	Projected Need	Under-production	Housing for the Homeless	Total Units	% of Units
Clatsop County					
+120%	1,543	7	0	1,548	36%
80-120%	667	15	0	682	16%
50-80%	695	27	20	742	17%
30-50%	359	20	53	432	10%
0-30%	277	19	595	891	21%
Total Units	3,538	86	670	4,295	100%
% of Units	82%	2%	16%	100%	

The 20-year forecast suggests 2,065 extremely low to low income housing units will be needed. Those units represent 48% of the new housing in the county.⁴

1. See <https://www.hcd.ca.gov/planning-and-community-development/annual-progress-reports> (data downloaded April 3, 2023).

2. See <https://storymaps.arcgis.com/stories/94729ab1648d43b1811c1698a748c136>

3. Garcia, D., Manji, S., Underriner, Q., & Reid, C. (2022). The landscape of middle-income housing affordability in California. Turner Center for Housing Innovation. <https://turnercenter.berkeley.edu/blog/middle-income-housing-affordability-california/>

4. ECONorthwest. (2021). Implementing a regional housing needs analysis methodology in Oregon: Approach, results, and initial recommendations, from <https://www.oregon.gov/ohcs/about-us/Documents/RHNA/RHNA-Technical-Report.pdf>

"Between 1940 and 1960, California built over 3.3 million new homes, more than doubling the existing housing stock. The **average home cost \$15,000 to purchase, equivalent to about \$140,000 today. Average rents were around \$80 a month, or \$760 in today's dollars.**"³

Senator Weber in voting no on SB 4 – "it avoids the larger perennial issue of dealing with our antiquated and draconian land use system" (Rural Northwest Oregon Capitol Updates Vol 16, 4/3/2023).

For data sources see

<https://friendsoftheunsheltered.org/RHNA/>



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Which for us means make all the copies you want — just don't sell them!