

**Sunset Empire Park & Recreation District: Board Meeting Agenda**

**Tuesday, March 18, 2025, 6pm**

**Bob Chisholm Community Center, 1225 Avenue A, Seaside, OR 97138**

*The SEPRD Board will meet in person. For those that do not prefer to attend in person, the Board will accept written public comment to [info@sunsetempire.com](mailto:info@sunsetempire.com). The Board Meeting will be available via the District's YouTube page at: <https://youtube/AbmFwDqsYuc>*

1. Call to Order
2. Pledge of Allegiance
3. Declaration of Potential Conflict of Interest
4. Budget Committee Interview: Mark Truax
5. Public Comment
6. Correspondence
  - A. Letter from Emily Reyneke, re/BCCC Kitchen
  - B. Letter to Senator Suzanne Weber from SEPRD re/SB 179
7. Recognition of SEPRD Employee of the Month: Lennon Wright
8. Approval of Board Meeting Minutes: February 25, 2025
9. Review Financials: February 2025
10. Old Business
  - A. Strategic Plan Update
  - B. Projects:
    1. Fire Alarm Update
    2. System's Development Charges Update
  - C. SRC Occupancy Process
    1. Review of Correspondence from SEA to City of Seaside
  - D. Fitness Agreement Update
11. New Business
  - A. Agreement with EVCS for EV Charging Station in SRC Parking Lot
12. Executive Director Report
  - A. ED Goals
  - B. Coordinator of Youth Programs Search
  - C. Special Events Recap/Meetings & Events Upcoming
    1. SEPRD Budget Committee Meeting: **April 15**
    2. SEPRD Community Egg Hunt: **April 19**
    3. April Board Meeting: **April 22**
    4. Spring Election Day: **May 20**
13. Board Comment
14. Adjournment

Accessibility: This meeting is handicapped accessible.

Please let us know at 503-738- 3311 x 0,

if you will need any special accommodation to participate in this meeting.

**ORS 192.670** requires public bodies to provide members of the general public an opportunity to access and attend the meeting via virtual means and provide an opportunity for oral testimony to be provided via technology. For SEPRD, individuals that would like to offer public comment virtually can do so by accessing the meeting using the Zoom information here:

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**SEPRD is inviting you to a scheduled Zoom meeting.**

**Topic:** SEPRD Board Meeting

**Time:** Feb 25, 2025 6 PM Pacific Time (US and Canada)

**Join Zoom Meeting:**

<https://us02web.zoom.us/j/88581195624?pwd=XmgazfKeMCDKw5ZQdTcdcdwbqXPL5.1>

**Meeting ID:** 885 8119 5624

**Passcode:** 627993

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## **Job Description: Budget Committee Member (Appointed)**

Last updated: January 2025

**General Description:** A Budget Committee Member of the Sunset Empire Park and Recreation District (SEPRD) is an appointed representative by the Board of Directors. The Budget Committee consists of 10 members (or any other number over 5), including the composition of the five elected Board of Directors and the (up to) 5 appointed members of the Budget Committee. Budget Committee members are appointed to three-year terms. As a member of the Budget Committee, members are responsible for receiving and approving the SEPRD Budget presented annually by SEPRD Staff in concordance with Oregon Budget Law and best practices.

### **General Duties:**

1. To receive budget information presented by SEPRD Staff
2. To become informed, through their own actions, of the budgetary policies, practices and priorities in the budget as well as becoming informed about the District's recent initiatives and direction
3. To work with other Budget Committee members and staff to ensure that District funds are allocated properly
4. To ensure transparency and compliance with public meeting laws and other applicable laws and regulations
5. To be an advocate of SEPRD programs, activities, and personnel when appropriate.
6. Be prepared for, attend, and actively participate in the Budget Committee Meetings (typically 1-3 meetings) as a member of the Committee, collaborating with other Committee members.





## Budget Committee Interviews

March 2025

Candidate: \_\_\_\_\_

Interviewer: \_\_\_\_\_

*Directors: Please be advised that your notes are public record and will be submitted and retained by the District, to comply with ORS regulations.*

*We have been asked by counsel to not deviate from these standard questions.*

1. **Why are you interested in serving on the District Budget Committee?**
  
2. **What experiences do you have in being involved or informed with the District activities and facilities?**
  
3. **The expectation of Budget Committee members is that they are prepared for each meeting, become informed about the proposed budget and be willing to collaborate with the rest of the committee to continue District operations. How do you feel about this expectation?**
  
4. **What is the most important financial issue facing the District and why is it important?**



Emily Reyneke  
Blue Dog Baking Company  
110 NW 4<sup>th</sup> Street SPC D13  
Warrenton, Oregon 97146  
(541) 846-8511  
bluedogbakingco@gmail.com

Sunset Empire Parks and Recreation District  
1140 Broadway Street  
Seaside, Oregon 97138

11 March 2025

Dear Sunset Empire Parks and Recreation District Board,

I am writing to the District to request or propose a particular use of either the kitchen of the Bob Chisholm Community Center or of the kitchen within old Broadway. Because of the nature of what I do that's often called "baker's hours" in combination with the current SEPRD programming that utilizes the kitchen at the Chisholm center, use of the Chisholm kitchen during normal Chisholm hours would be tricky and wouldn't be as productive or create the desired propulsion for my baking business to launch into a brick and mortar building.

A little informational background. A lot of people assume that all food type businesses are under the jurisdiction of the county health department. However, what a lot of people don't know is that bakeries are a state regulated industry, and it is wholly under the jurisdiction of the Oregon Department of Agriculture. If someone were to call the county, they would get redirected or otherwise politely ignored. I say politely ignored because I make really good baked goods, and customers often order my baked goods because of referrals and because they're disenchanted with mediocre quality. And competitors have tried to get nasty to trash my business because they're losing orders. Clatsop County is well aware of this, so they're gracefully accepting those calls with a grain of salt and redirecting to the state. The reason why I bring that up is that I do everything above board with my baking business and stay in regular communication with the ODA inspector.

What I would like to ask SEPRD to be able to do is rent the kitchen of the Chisholm Center or old Broadway for a set amount, either a set daily amount or monthly amount. And to be able to use it between 8pm and 2pm (although at least to start it will most likely be shorter hours). The nitty gritty details don't necessarily have to be ironed out right away. Being under state jurisdiction has its benefits, but it also adds steps to different things.

How it would work is I would get SEPRD approval to either use Chisholm or old Broadway's kitchen. Once I have that approval, even though both kitchens are commercial kitchens, the ODA has to inspect the kitchen to approve it for use as a bakery. The ODA process could take anywhere from 1-6 weeks, depending on the inspector's schedule which is usually booked pretty solid out 2-3 weeks. Once I have ODA approval for a particular commercial kitchen, then I could start baking or at least ramp up orders for the following week and then start baking.

Emily Reyneke  
Blue Dog Baking Company  
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I would like to use the kitchen for 6-12 months, but possible a lot shorter. The variable is once I have initial approval from SEPRD I could really ramp up reaching out to businesses to sell wholesale to whilst getting the ODA approval. Once I have ODA approval I would start using the kitchen. If I get utterly slammed with wholesale orders, I'd like to move into a brick and mortar building, which I have picked out, in time for this year's tourist season. If I'm gaining momentum on wholesale orders, but it's looking like I'm not going to have enough revenue to build out the brick and mortar building until fall, I don't want to open the brick and mortar bakery in the middle of winter, so I would wait to build out the brick and mortar to align with a February/March opening date and would need to continue using the Chisholm/old Broadway kitchen until then. I am also currently working on getting Disadvantaged Business and Women Business Enterprise certification which will help with getting city/state/federal contracts.

Here's how me using the kitchen would benefit SEPRD beyond the monthly fee for use:

- Fundraiser stream for old Broadway renovation. I would love to do baked goods fundraisers to help with the renovation of old Broadway (for what its worth, especially the pieces that have to be done in order for clay studio to move into it's new home). I would love to do fundraisers to raise at least \$5,000 towards the renovation. If for instance a cinnamon roll fundraiser raised \$10,000 in cinnamon roll orders, I'd love it!
- SEPRD programs would get baked goods at cost and with net30. SEPRD programs that would be needing baked goods on a regular basis i.e daycare, would be at a reduced retail cost that aligned with any state/federal/ngo funding it receives.
- If SEPRD programs needed supplies from one of my supply sources, I would be happy to order those supplies and pass on the savings.
- Would love to do a couple of kid-centered and adult-centered baking classes, as many as there is demand for them.
- Added security for SEPRD owned/controlled buildings during non business hours to help deter vandalism and nefarious activity around properties.
- Free Gofer- Would be more than happy to pick up supplies for SEPRD programs when I am picking up supplies for Blue Dog Baking Company (And even when I'm not picking up for Blue Dog, within reason of course).

Along with the fees to use the kitchen, I would add SEPRD to insurance policy as a secondary insured. Because orders have been slow, there's a 6 week pause in insurance (I buy yearly policies and need to renew), but that would be resolved before I started using the SEPRD kitchen. I keep a \$1,000,000 policy.

Thank you for taking the time to read this letter and consider allowing me to use the old Broadway/Chisholm kitchen during "baker's hours".

Sincerely,

Emily Reyneke



March 12, 2025

Senator Suzanne Weber

sen.suzanneweber@oregonlegislature.gov

900 Court St. NE, S-405

Salem, Oregon 97301

Cc: Katharine Parker (SEPRD Board President), Celeste Bodner (SEPRD Board Vice-President)

Senator Weber,

The Oregon Public Use of Lands Act passed in 1995 with the goal of encouraging public and private owners of land to make their land available to the public for recreational purposes. It was understood that landowners, both public and private, who made their land available without charge for recreational use by the public were not liable if a person was injured while using the land for recreational purposes.

**ORS 105.676: The Legislative Assembly hereby declares** it is the public policy of the State of Oregon to encourage owners of land to make their land available to the public for recreational purposes, for gardening, for woodcutting and for the harvest of special forest products by limiting their liability toward persons entering thereon for such purposes and by protecting their interests in their land from the extinguishment of any such interest or the acquisition by the public of any right to use or continue the use of such land for recreational purposes, gardening, woodcutting or the harvest of special forest products.

The Act increased the availability of land for free recreation by limiting liability to cities, counties, parks, schools and a wide range of private owners, including farmers and timber companies that allow hunters, anglers, hikers, mountain bikers and other members of the public to use or traverse their lands at no charge.

Prior to the 2024 session, some court proceedings led insurers for landowners statewide to recommend closure of trails. During that session, the legislature passed temporary changes that led to that advice being rescinded. The temporary fix came with direction to stakeholders to meet over the interim to determine other changes that needed to be made to recreational immunity statute. That effort did not result in an agreement, so we come before this committee to merely ask that the temporary changes be made permanent.

**Solution: Temporary provisions in SB 1576 (2024) made permanent in SB 179 (2025)**

- Adds "walking, running, and biking" to the definition of recreational purposes (ORS 105.672) and adds improved trails to the recreational immunity provided via ORS 105.688.
- Extension to additional local governments provisions limiting liability from ordinary negligence claims arising from the use of trails or structures on public easements or unimproved rights.

- Limits immunity for an improvement, design, or maintenance that was completed in a manner constituting gross negligence or reckless, wanton or intentional misconduct, or for which the actor is strictly liable.

Passage of the bill in 2024 had the intended impact. It gave property owners the necessary assurance that they could keep their properties open to the public for recreational purposes. We ask you to support the continuation of this balance by supporting SB 179.

**Help us keep trails open to the public by supporting this needed permanent clarification of legislative intent.**

Thank you for your public service.

Sincerely,



Skyler Archibald | Executive Director | Sunset Empire Park & Recreation District

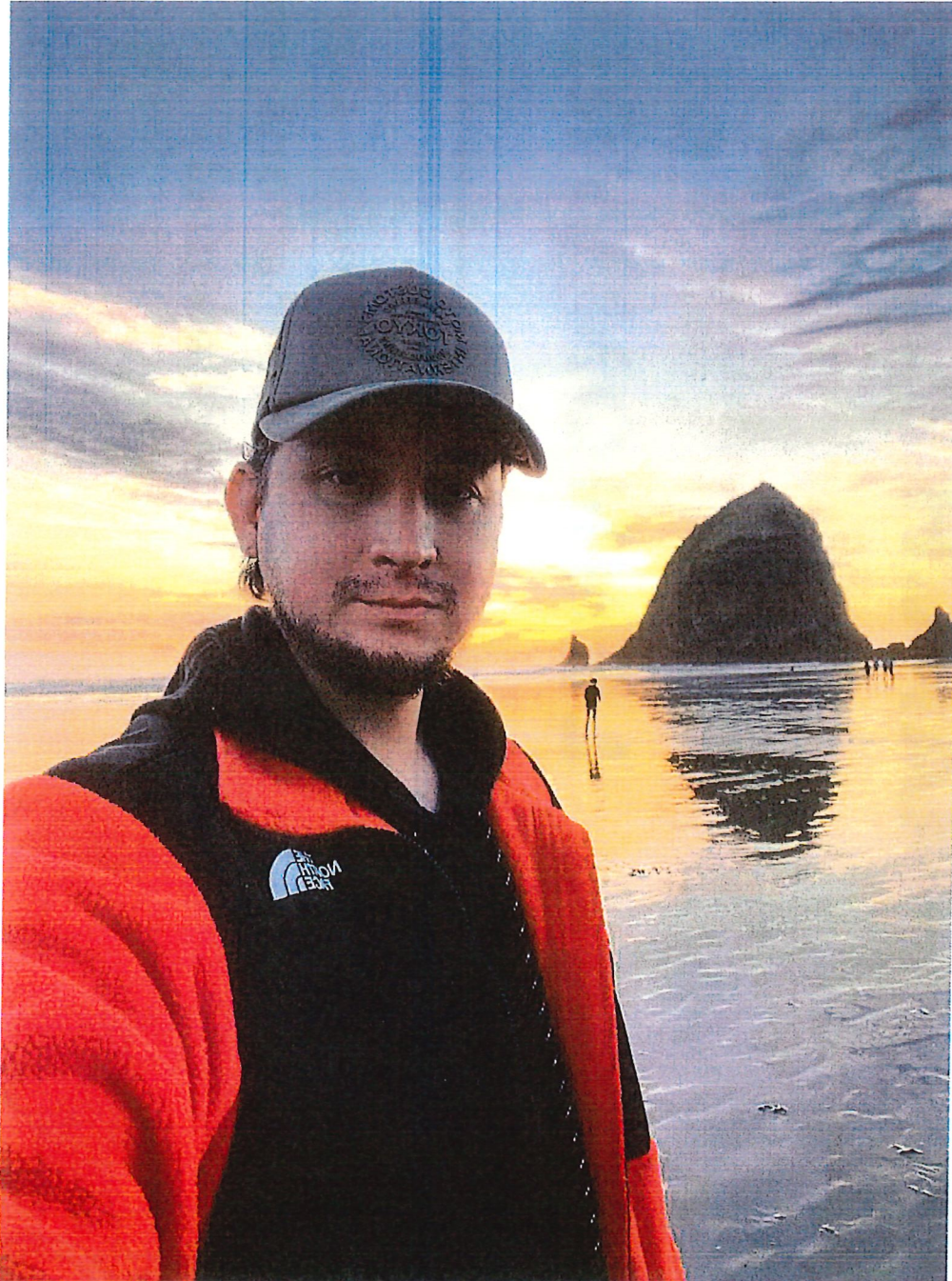
1140 Broadway | Seaside, Oregon 97138

503-738-3311 | [sarchibald@sunsetempire.com](mailto:sarchibald@sunsetempire.com) | [sunsetempire.com](https://www.sunsetempire.com)

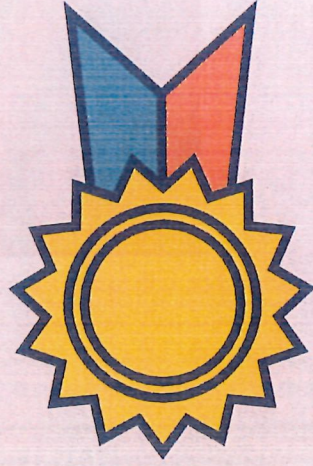


**Lennon Wright is our March Employee of the Month!**

**Congratulations Lennon for being named Employee of the Month. Your versatility and hard work doing a variety of maintenance tasks has kept our facilities running smooth and efficient. You are greatly appreciated and keep up the hard work!**







# PAUSE FOR APPLAUSE MARCH 2025 WINNER

AWARDED TO:

**LENNON WRIGHT**

In recognition of superior service to the  
District, its patrons, and  
colleagues.

**Skyler Archibald**  
EXECUTIVE DIRECTOR

**Katharine Parker**  
BOARD PRESIDENT



**BOARD MEETING MINUTES****SUNSET EMPIRE PARK & RECREATION DISTRICT****FEBRUARY 25, 2024, 5:15pm**

*This meeting was held in person at the Bob Chisholm Community Center.  
Staff & Board participating were either in person or participated via Zoom®*

<b>CALL TO ORDER</b>	The meeting of the Sunset Empire Park & Recreation District Board was called to order at 5:19pm by Board President Katharine Parker.
<b>ATTENDANCE</b>	<b>Present:</b> Katharine Parker, Board President; Celeste Bodner, Board Vice-President, via Zoom®; Su Coddington, Board Secretary, Michael Hinton, Kyle Gorman <b>Absent:</b> N/A <b>Also Present:</b> Skyler Archibald, Chris McCollister, Zoe Manhire, Isaiah Collins, Jane Holliday, (SEPRD Staff)
<b>PLEDGE OF ALLEGIANCE</b>	Led by Parker.
<b>DECLARATION OF POTENTIAL CONFLICT OF INTEREST</b>	Board President Parker asked for any conflicts of interest. There were no conflicts of interest declared.
<b>PUBLIC COMMENT</b>	Sharon Johnson offered public comment regarding the SRC occupancy process and the lack of fitness options with the closure of the Sunset Pool fitness room. She had previously met and spoken with City of Seaside Staff and Mr. Archibald to share her concerns. The Board responded to Ms. Johnson's questions and concerns.
<b>CORRESPONDENCE</b>	There were two items of correspondence included in the Board Packet this month: a letter from Clatsop County with election information and correspondence from Carlos Felan regarding pickleball.
<b>RECOGNITION OF SEPRD EMPLOYEE OF THE MONTH: JANE HOLIDAY</b>	The Board recognized Jane as an incredible Infant Toddler Aide and Special Events Assistant, always bringing a positive attitude and a warm smile to everything she does. Her kindness and dedication make a lasting impact on both our littlest learners and our community events. Thank you, Jane, for your hard work and for spreading joy wherever you go!
<b>RECOGNITION OF SEPRD DIRECTOR OF PROGRAMS: JUSTIN SMITH</b>	The Board recognized Justin Smith who is leaving SEPRD for the North County Park and Recreation District in Nehalem after nearly 10 years of service in various roles with SEPRD.

**APPROVAL OF  
BOARD MEETING  
MINUTES: JANUARY  
23 & JANUARY 28,  
2025**

The Board reviewed the Meeting Minutes from January 23, and January 28. *After review, the Board unanimously voted to approve the Meeting Minutes from January 23 (Gorman/Hinton) and January 28 (Gorman/Coddington) with one provided correction.*

**REVIEW  
FINANCIALS,  
JANUARY 2025**

The Board reviewed the financial statements provided by the District. *After review, the Board unanimously accepted the January Financials (Coddington/Gorman).*

**STAFF  
PRESENTATION: ZOE  
MANHIRE & JANE  
HOLIDAY**

Zoe Manhire, (Special Events and Recreation Manager) and Jane Holliday (Special Events Assistant) presented and shared information with the Board regarding Special Events, Fitness and other recreation programs.

**OLD BUSINESS**

Strategic Plan: The Board and Mr. Archibald discussed the next steps in the Strategic Plan process. Mr. Archibald presented several options on the best way to move the project forward. After discussion, *the Board unanimously voted to ask Director Gorman to work with a community volunteer to move the strategic plan forward (Bodner/Parker).*

Projects:

- Fire Alarm Update: Most of the work is completed, and the team had the punch walk through the facility last week. There are a few remaining items from that punch walk to be completed but hoping for a quick process.
- System Development Charges Update: Mr. Archibald and the Board discussed the SDC process and Mr. Archibald shared the proposed project list.
- Crosswalk Improvement: Mr. Archibald shared the great news of the completed crosswalk project and thanked the City for their partnership.

SRC Occupancy Process: Mr. Archibald and the Board discussed the next steps in the occupancy process. In addition to the previously discussed items, the Board authorized Mr. Archibald to respond to the City and request a formal meeting or committee formation to help both SEPRD and the City work through this process over the next few months.

**NEW BUSINESS**

Fitness Agreement: Mr. Archibald shared that the District has an agreement in place with Mindt Conditioning, a Fitness Gym in the community to provide drop-fitness services to eligible members, in lieu of using the SRC or the Sunset Pool Fitness Room.



**EXECUTIVE  
DIRECTOR REPORT**

Director of Programs Announcement: Mr. Archibald shared the news of the transition within SEPRD with the promotion of Erin Reding to the role of Director of Programs.

Review of SDAO Annual Conference: Mr. Archibald shared a brief recap of the SDAO Conference which SEPRD had three staff attend. Next year's conference is in Seaside in February.

Legislative Update: Mr. Archibald shared an update on the impacts of federal and state legislation. At this point, funding for the Senior Meals and Meals on Wheels program seems secure but there is a great deal of uncertainty regarding long term funding from the federal level. There is also a great deal of legislation at the State level for Recreational Immunity and some other pertinent topics.

Upcoming Training Opportunities & Events Upcoming: Mr. Archibald shared upcoming events and meetings.

**EXECUTIVE SESSION**

*The Board voted unanimously to go to Executive Session for the purpose of "review and evaluate the employment related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing" pursuant to ORS 192.660(1)(i). (Gorman/Coddington)*

**BOARD ACTION**

*The Board unanimously voted to reconvene in open session (Gorman/Coddington).*

*The Board unanimously voted to approve the action that was discussed in Executive Session (Gorman/Coddington).*

**BOARD COMMENT**

**Director Gorman** thanked Ms. Johnson for her Board Comment. He thanked the Board for their efforts. He noted the experiences and dedication of Carolyn who is awesome and stated that Zoe and Jane are awesome.

**Director Coddington** said thank you to Jane and Zoe and that she appreciated Justin and wished him the best of luck. She stated that every complaint is a gift and that she was happy to find an alternative location for fitness services to be offered. She stated that she was unhappy with Jeff Flory at the City for his messaging which doesn't help the situation. She said congrats to Darren for winning his award and stated her gratitude that all three of the Board members up for election are running again.

**Director Hinton** thanked Mr. Archibald and stated that he was proud to serve on the District Board. He said that it takes a lot of teamwork to accomplish things and that he will miss Justin Smith.

**Board Vice-President Bodner** said congrats to Mr. Archibald and was please about the Staff evaluation component of the ED review. She stated that she will be out of the country for a few weeks.

**Board President Parker** stated her appreciation and congrats to Justin Smith for 10 years of employment and congrats to Jane and Zoe for their great work. She also stated her congrats to Mr. Archibald for a successful review process.

**ADJOURNMENT**

*The meeting was adjourned at 8:52pm by Board President Parker*

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Skyler Archibald, Exec. Director

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Katharine Parker, Board President



# Sunset Empire Park & Recreation District

## Revenue and Expense Report

AD= Administration AQ= Aquatics BF= Building Fund BRF= Broadway Field Fund CC= Community Center  
MNT= Maintenance RC= Recreation SE= Special Events SRC= Sunset Recreation Center YC= Youth Center

Current percentage of the fiscal year: **66.70%**

<b>Through February 28, 2025</b>	<b>FY-to-Date</b>	<b>Annual Budget</b>	<b>Remaining</b>	<b>% Used</b>
<b>REVENUES--</b>				
Aquatics	126,973.34	221,500.00	94,526.66	57.32%
Building Fund	0.00	25,000.00	25,000.00	0.00%
Broadway Field Fund	11,020.00	37,600.00	26,580.00	29.31%
Community Center	70,141.15	107,600.00	37,458.85	65.19%
Recreation	44,399.54	91,900.00	47,500.46	48.31%
Special Events	74,006.89	57,500.00	-16,506.89	128.71%
Sunset Recreation Center	44,880.50	162,500.00	117,619.50	27.62%
Youth Center	175,580.84	362,000.00	186,419.16	48.50%
Taxes & Other	1,960,671.53	2,198,864.00	238,192.47	89.17%
<b>Total Revenues</b>	<b>2,507,673.79</b>	<b>3,264,464.00</b>	<b>756,790.21</b>	<b>76.82%</b>
<b>EXPENSES--</b>				
AD Staffing	288,915.74	378,691.00	89,775.26	76.29%
AD PR Taxes and Benefits	70,740.78	118,469.00	47,728.22	59.71%
AD Materials, Supplies, and Services	213,317.92	307,605.00	94,287.08	69.35%
<i>Sub-total AD Expenses</i>	<i>572,974.44</i>	<i>804,765.00</i>	<i>231,790.56</i>	<i>71.20%</i>
AQ Staffing	344,584.34	530,665.00	186,080.66	64.93%
AQ PR Taxes and Benefits	42,963.01	87,816.00	44,852.99	48.92%
AQ Materials, Supplies, and Services	77,203.46	122,750.00	45,546.54	62.89%
<i>Sub-total AQ Expenses</i>	<i>464,750.81</i>	<i>741,231.00</i>	<i>276,480.19</i>	<i>62.70%</i>
CF Capital/Board Discretion Expense	0.00	0.00	0.00	#DIV/0!
<i>Sub-total BF Expenses</i>	<i>0.00</i>	<i>0.00</i>	<i>0.00</i>	<i>#DIV/0!</i>
BRF Staffing	15,756.04	32,805.00	17,048.96	48.03%
BRF PR Taxes and Benefits	1,212.08	3,280.00	2,067.92	36.95%
BRF Materials, Supplies, and Services	4,062.96	15,200.00	11,137.04	26.73%
<i>Sub-total BRF Expenses</i>	<i>21,031.08</i>	<i>51,285.00</i>	<i>30,253.92</i>	<i>41.01%</i>
CC Staffing	64,224.49	91,373.00	27,148.51	70.29%
CC PR Taxes and Benefits	6,300.75	11,612.00	5,311.25	54.26%
CC Material, Supplies, and Services	12,617.06	23,500.00	10,882.94	53.69%
<i>Sub-total CC Expenses</i>	<i>83,142.30</i>	<i>126,485.00</i>	<i>43,342.70</i>	<i>65.73%</i>
MNT Staffing	136,420.43	201,826.00	65,405.57	67.59%
MNT PR Taxes and Benefits	25,519.69	65,715.00	40,195.31	38.83%
MNT Materials, Supplies, and Services	74,597.05	197,250.00	122,652.95	37.82%
<i>Sub-total MNT Expenses</i>	<i>236,537.17</i>	<i>464,791.00</i>	<i>228,253.83</i>	<i>50.89%</i>
RC Staffing	78,399.72	119,453.00	41,053.28	65.63%
RC PR Taxes and Benefits	13,306.61	24,495.00	11,188.39	54.32%
RC Materials, Supplies, and Services	18,222.68	31,700.00	13,477.32	57.48%
<i>Sub-total RC Expenses</i>	<i>109,929.01</i>	<i>175,648.00</i>	<i>65,718.99</i>	<i>62.58%</i>
SE Staffing	28,957.54	43,015.00	14,057.46	67.32%
SE PR Taxes and Benefits	8,986.50	25,027.00	16,040.50	35.91%
SE Materials, Supplies, and Services	33,989.28	35,300.00	1,310.72	96.29%
<i>Sub-total SE Expenses</i>	<i>71,933.32</i>	<i>103,342.00</i>	<i>31,408.68</i>	<i>69.61%</i>
SRC Staffing	37,669.76	77,250.00	39,580.24	48.76%
SRC PR Taxes and Benefits	2,939.83	7,725.00	4,785.17	38.06%
SRC Materials, Supplies, and Services	210,819.50	111,000.00	-99,819.50	189.93%
<i>Sub-total SRC Expenses</i>	<i>251,429.09</i>	<i>195,975.00</i>	<i>-55,454.09</i>	<i>128.30%</i>
YC Staffing	387,654.60	632,044.00	244,389.40	61.33%
YC PR Taxes	48,877.17	97,054.00	48,176.83	50.36%
YC Materials, Supplies, and Services	36,424.81	54,500.00	18,075.19	66.83%
<i>Sub-total YC Expenses</i>	<i>472,956.58</i>	<i>783,598.00</i>	<i>310,641.42</i>	<i>60.36%</i>
<b>Total Expenses</b>	<b>2,284,683.80</b>	<b>3,447,120.00</b>	<b>1,162,436.20</b>	<b>66.28%</b>
Wauna Mill Settlement	0.00	0.00	0.00	0.00%
<b>Revenues Plus Net Working Capital</b>	<b>3,011,842.79</b>	<b>3,768,633.00</b>	<b>756,790.21</b>	<b>79.92%</b>

## February 2025 Personnel Services Breakdown

	FTE's	Wages	PR Taxes	Benefits	Longevity Pay	Total
<b>ADMINISTRATION</b>						
Exempt Staff	4.30	\$ 196,727.11	\$ 18,274.37	\$ 48,952.79	\$ -	\$ 263,954.27
Non-exempt Staff	1.50	\$ 46,704.21	\$ 3,513.62	\$ -	\$ -	\$ 50,217.83
Sub-total	5.80	\$ 243,431.32	\$ 21,787.99	\$ 48,952.79	\$ -	\$ 314,172.10
<b>MAINTENANCE</b>						
Exempt Staff	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Non-exempt Staff	3.87	\$ 136,420.43	\$ 10,435.03	\$ 15,084.66	\$ -	\$ 161,940.12
Sub-total	3.87	\$ 136,420.43	\$ 10,435.03	\$ 15,084.66	\$ -	\$ 161,940.12
<b>AQUATICS</b>						
Exempt Staff	1.40	\$ 47,527.28	\$ 4,797.22	\$ 16,510.17	\$ -	\$ 68,834.67
Non-exempt Staff	12.67	\$ 296,785.98	\$ 21,655.61	\$ -	\$ -	\$ 318,441.59
Sub-total	14.07	\$ 344,313.26	\$ 26,452.84	\$ 16,510.17	\$ -	\$ 387,276.27
<b>RECREATION</b>						
Exempt Staff	0.20	\$ 12,461.28	\$ 1,785.22	\$ 7,324.38	\$ -	\$ 21,570.88
Non-exempt Staff	0.85	\$ 46,326.28	\$ 4,197.01	\$ -	\$ -	\$ 50,523.29
Sub-total	1.05	\$ 58,787.56	\$ 5,982.23	\$ 7,324.38	\$ -	\$ 72,094.17
<b>YOUTH PROGRAMS</b>						
Exempt Staff	1.30	\$ 59,693.64	\$ -	\$ 19,349.57	\$ -	\$ 79,043.21
Non-exempt Staff	11.80	\$ 327,960.96	\$ -	\$ -	\$ -	\$ 327,960.96
Sub-total	13.10	\$ 387,654.60	\$ -	\$ 19,349.57	\$ -	\$ 407,004.17
<b>COMMUNITY CENTER</b>						
Exempt Staff	0.15	\$ 3,115.86	\$ 514.08	\$ 1,252.93	\$ -	\$ 4,882.87
Non-exempt Staff	2.70	\$ 61,047.44	\$ 4,533.74	\$ -	\$ -	\$ 65,581.18
Sub-total	2.85	\$ 64,163.30	\$ 5,047.82	\$ 1,252.93	\$ -	\$ 70,464.05
<b>SPECIAL EVENTS</b>						
Exempt Staff	0.65	\$ 28,957.54	\$ 1,895.02	\$ 6,146.74	\$ -	\$ 36,999.30
Non-exempt Staff	0.50	\$ 8,419.08	\$ 944.74	\$ -	\$ -	\$ 9,363.82
Sub-total	1.15	\$ 37,376.62	\$ 2,839.76	\$ 6,146.74	\$ -	\$ 46,363.12
<b>BROADWAY FIELD FUND</b>						
Exempt Staff	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Non-exempt Staff	0.37	\$ 15,756.04	\$ 1,212.08	\$ -	\$ -	\$ 16,968.12
Sub-total	0.37	\$ 15,756.04	\$ 1,212.08	\$ -	\$ -	\$ 16,968.12
<b>SRC FUND</b>						
Exempt Staff	0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Non-exempt Staff	4.20	\$ 37,669.76	\$ 2,914.83	\$ 25.00	\$ -	\$ 40,609.59
Sub-total	4.20	\$ 37,669.76	\$ 2,914.83	\$ 25.00	\$ -	\$ 40,609.59
<b>TOTAL</b>	46.46	\$ 1,325,572.89	\$ 76,672.58	\$ 114,646.24	\$ -	\$ 1,516,891.71



# Sunset Empire Park & Recreation Dist, OR

## Check Report

By Check Number

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: General-General						
00829	ACE HARDWARE - SEASIDE	02/05/2025	Regular	0.00	131.87	48195
01304	American Red Cross	02/05/2025	Regular	0.00	47.00	48196
VEN01034	BAMM! Promotional Products, Inc	02/05/2025	Regular	0.00	4,013.98	48197
VEN01347	Bowman Consulting Group, LTD	02/05/2025	Regular	0.00	3,651.25	48198
VEN01369	Coastal Restoration LLC	02/05/2025	Regular	0.00	7,123.90	48199
00500	Darren Gooch	02/05/2025	Regular	0.00	94.19	48200
00099	GRAINGER	02/05/2025	Regular	0.00	1,623.29	48201
VEN01371	JANE HOLIDAY	02/05/2025	Regular	0.00	18.50	48202
01567	JJ ELECTRIC SERVICE	02/05/2025	Regular	0.00	140.51	48203
01382	KBGE-FM	02/05/2025	Regular	0.00	200.00	48204
01795	KLOSH GROUP INC	02/05/2025	Regular	0.00	1,769.57	48205
VEN01221	Maria Fabion	02/05/2025	Regular	0.00	50.00	48206
VEN01189	Meyer Freeman	02/05/2025	Regular	0.00	100.00	48207
00150	NORTHWEST NATURAL	02/05/2025	Regular	0.00	4,281.75	48208
00157	P&L JOHNSON	02/05/2025	Regular	0.00	1,219.35	48209
01129	Pacific Alarm Systems	02/05/2025	Regular	0.00	635.00	48210
00434	RICOH USA	02/05/2025	Regular	0.00	79.65	48211
01010	Skyler Archibald	02/05/2025	Regular	0.00	146.69	48212
00966	THE SHERWIN-WILLIAMS COMPANY	02/05/2025	Regular	0.00	88.66	48213
00454	WALTER NELSON CO.	02/05/2025	Regular	0.00	696.85	48214
01726	Wilcox & Flegel	02/05/2025	Regular	0.00	93.56	48215
01592	CARRIE BARRETT	02/11/2025	Regular	0.00	214.70	48216
01560	CHRIS DUFFY	02/11/2025	Regular	0.00	89.11	48217
00951	CMGEO Oregon	02/11/2025	Regular	0.00	390.00	48218
01388	MediAmerica	02/11/2025	Regular	0.00	520.00	48219
00150	NORTHWEST NATURAL	02/11/2025	Regular	0.00	11,323.93	48220
01153	Oregon Lithoprint Inc	02/11/2025	Regular	0.00	3,885.00	48221
00161	PACIFIC POWER	02/11/2025	Regular	0.00	7,870.94	48222
01040	RECOLOGY WESTERN OREGON	02/11/2025	Regular	0.00	718.86	48223
00434	RICOH USA	02/11/2025	Regular	0.00	55.46	48224
00454	WALTER NELSON CO.	02/11/2025	Regular	0.00	1,573.17	48225
00312	AIRGAS USA, LLC	02/14/2025	Regular	0.00	1,923.07	48226
01758	COLUMBIA LOCKSMITH LLC	02/14/2025	Regular	0.00	265.00	48227
VEN01071	Jacobs Radio	02/14/2025	Regular	0.00	298.00	48228
VEN01372	Kai Brown	02/14/2025	Regular	0.00	747.84	48229
01795	KLOSH GROUP INC	02/14/2025	Regular	0.00	3,887.26	48230
00900	STAPLES	02/14/2025	Regular	0.00	151.81	48231
01403	Travis Diebolt	02/14/2025	Regular	0.00	50.00	48232
00454	WALTER NELSON CO.	02/14/2025	Regular	0.00	87.49	48233
VEN01015	Franz Family Bakeries	02/21/2025	Regular	0.00	495.56	48234
01129	Pacific Alarm Systems	02/21/2025	Regular	0.00	40.80	48235
01387	RICOH USA, INC.	02/21/2025	Regular	0.00	535.40	48236
00563	Seaside High School	02/21/2025	Regular	0.00	675.00	48237
01510	Wave	02/21/2025	Regular	0.00	967.19	48238
VEN01048	Carolyn Heymann	02/21/2025	Regular	0.00	52.00	48239
00312	AIRGAS USA, LLC	02/25/2025	Regular	0.00	1,451.10	48240
01756	Northwest Local Government Legal Advisor	02/25/2025	Regular	0.00	399.00	48241
01684	RE Investment Company	02/25/2025	Regular	0.00	423.45	48242
01387	RICOH USA, INC.	02/25/2025	Regular	0.00	79.65	48243
01133	SDIS	02/25/2025	Regular	0.00	65,125.00	48244
VEN01242	CONVERGINT	02/28/2025	Regular	0.00	6,500.00	48245

Check Report

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
00531	SUNSET EMPIRE PARK & REC DIST FOUNDATION	02/28/2025	Regular	0.00	4,040.00	48246

Bank Code General Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	63	52	0.00	141,041.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	63	52	0.00	141,041.36

## Check Report

Date Range: 02/01/2025 - 02/28/2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: Payroll-Payroll						
01793	US Treasury	02/28/2025	Bank Draft	0.00	3.58	DFT0001846
01793	US Treasury	02/28/2025	Bank Draft	0.00	15.32	DFT0001847
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	10.54	DFT0001848
01793	US Treasury	02/28/2025	Bank Draft	0.00	1,982.88	DFT0001859
01793	US Treasury	02/28/2025	Bank Draft	0.00	8,478.58	DFT0001860
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	4,532.45	DFT0001861
01793	US Treasury	02/28/2025	Bank Draft	0.00	4,914.22	DFT0001862
01793	US Treasury	02/28/2025	Bank Draft	0.00	34.58	DFT0001863
01793	US Treasury	02/28/2025	Bank Draft	0.00	147.86	DFT0001864
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	87.05	DFT0001865
01793	US Treasury	02/28/2025	Bank Draft	0.00	64.68	DFT0001866
01793	US Treasury	02/28/2025	Bank Draft	0.00	6.54	DFT0001867
01793	US Treasury	02/28/2025	Bank Draft	0.00	28.00	DFT0001868
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	15.40	DFT0001869
01793	US Treasury	02/28/2025	Bank Draft	0.00	20.08	DFT0001872
01793	US Treasury	02/28/2025	Bank Draft	0.00	85.86	DFT0001873
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	36.66	DFT0001874
01793	US Treasury	02/28/2025	Bank Draft	0.00	28.09	DFT0001875
01793	US Treasury	02/28/2025	Bank Draft	0.00	139.62	DFT0001876
01793	US Treasury	02/28/2025	Bank Draft	0.00	596.96	DFT0001877
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	376.88	DFT0001878
01793	US Treasury	02/28/2025	Bank Draft	0.00	486.81	DFT0001879
01793	US Treasury	02/28/2025	Bank Draft	0.00	60.48	DFT0001880
01793	US Treasury	02/28/2025	Bank Draft	0.00	258.64	DFT0001881
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	149.38	DFT0001882
01793	US Treasury	02/28/2025	Bank Draft	0.00	133.17	DFT0001883
01793	US Treasury	02/28/2025	Bank Draft	0.00	2,077.80	DFT0001884
01793	US Treasury	02/28/2025	Bank Draft	0.00	8,884.54	DFT0001885
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	4,765.92	DFT0001886
01793	US Treasury	02/28/2025	Bank Draft	0.00	5,117.81	DFT0001887
01793	US Treasury	02/28/2025	Bank Draft	0.00	1.60	DFT0001888
01793	US Treasury	02/28/2025	Bank Draft	0.00	6.82	DFT0001889
01793	US Treasury	02/28/2025	Bank Draft	0.00	64.50	DFT0001890
01793	US Treasury	02/28/2025	Bank Draft	0.00	275.80	DFT0001891
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	77.64	DFT0001892
01793	US Treasury	02/28/2025	Bank Draft	0.00	4.18	DFT0001893
01793	US Treasury	02/28/2025	Bank Draft	0.00	17.90	DFT0001894
01734	Oregon Department of Revenue	02/28/2025	Bank Draft	0.00	11.52	DFT0001895

## Bank Code Payroll Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	38	38	0.00	44,000.34
EFT's	0	0	0.00	0.00
	38	38	0.00	44,000.34

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	63	52	0.00	141,041.36
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	38	38	0.00	44,000.34
EFT's	0	0	0.00	0.00
	101	90	0.00	185,041.70

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2025	185,041.70
			185,041.70



## SEPRD's Vendors

Vendor	Description
94.9 The Bridge	Advertising
Ace Hardware	Maint. Supplies
American Red Cross	Training/Certification
Backflow Valve Services	Plumbing service inspections
BAMM! Promotional Products	Custom promotional products
Builders First Source	Maint. Supplies
CBM Systems	SRC Custodial
City Of Seaside	Water Bill/Market
Civic Plus	POS annual bill
Cole Industrial	Maint. Supplies
Columbia Locksmith	Lock replacement/Maint.
Convergint	Fire Systems
CTL Corporatyion	Tech Equipment
Diamond Heating	HVAC Repair/Installation
Deming Designs	Wheelchair Parts
DMT Auto Parts (Napa)	Maint. Supplies
Englund Marine	Maint. Supplies
EO Media Group	Advertising
Evans Plumbing	Plumbing
FCS Group	SDC Consult
Fire Extinguisher Service	Inspection of extinguishers
Franz Family Bakeries	YP Nutrition
Georgies Ceramic & Clay	Pottery Supplies
Government Finance Officers Association	Finance Membership
Grainger	Maint. Supplies
HD Supply Facilites	Maint. Supplies
Jacobs Radio	Advertising
Jeane Jenson	Yoga Contractor
JJ Electric	Electrical maint.
Kern Thompson, CPA	Auditor
Kiwi Glass	Window Replacements
Klosh Group	Consultants
KMUN	Advertising
Les Schwab	Tires
Lincoln Aquatics	Aquatic supplies
Liftoff, LLC	Email/Microsoft Suites
Logotek	Custom Printing
Manage My Market	Farmers Market Software
Mediamerica	Advertising
Mesher	Maint. Supplies
Northwest Natural	Natural Gas
NW Local Government Legal	Lawyer
Ohana Media Group	Advertising/Notices
Oregon Recreation and Parks (ORPA)	Dues/Trainings

### SEPRD's Vendors

Vendor	Description
Oregon State Audit Division	Filing fee for annual audit
P & L Johnson	Mechanical Heating
Pacific Alarm Systems	Maintenance/Testing
Pacific Power	Electricity
Pers	Annual social security percentage
Playful Pickleball	Recreation Contractor
Pitney Bowes	Postage/Lease of postage printer
Polk Riley	Printing
Pool & Spa House	Maint. Supplies
Recology Western Oregon	Trash
Ricoh USA	Printer Contract
Rotary	Dues
Scott Edwards Archeticture	Consultants
S & F Land Services	Surveying
SDIS	Insurance/Workers Comp
Seattle Pottery	Pottery supplies
Sherwin Williams	Maint. Supplies
Special Districts of Oregon	Dues/Trainings
Staples	Office Supplies
Sysco	YP Nutrition
Tillicum Foundation	Advertising
Trachsel Construction	Maintenance
Trails End Recovery	Debris Disposal
Tuff Puffin	Marketing
Tyler Technologies	Accounting Software
TYR	Aquatics Vending Supplies
United Rentals	Maint Equipment rental
Water Gear inc.	Aquatics Vending Supplies
Walter Nelson	Cleaning Supplies
WAVE	Phone/Internet
Wilcox Flegel	Fuel
Zions Bank	Building Loan

**Brandon Dole, Associate Principal**

(503) 539-4594, [bdole@seallp.com](mailto:bdole@seallp.com)

Scott Edwards Architecture, LLP ▪ 2525 E Burnside St, Portland, OR 97214

**Date:** 03/05/2025

**Spencer Kyle, City Manager**

City of Seaside ▪ 1387 Ave U, Seaside, OR 97138

**RE:** City Manager Response to SEPRD Appeal and Clarification on Compliance Requirements

Dear Mr. Kyle,

We are providing the following response to the letter dated January 22<sup>nd</sup>, 2025, subjected "City Manager Response to SEPRD Appeal and Clarification on Compliance Requirements" on behalf of the Sunset Empire Park + Recreation District (SEPRD). It is my understanding that the City Manager's letter was a response to correspondence between SEPRD and the City regarding a letter received certified mail from the City of Seaside Building Official, Community Develop Director, and Fire Marshal. The certified letter included specific Compliance Requirements and timelines for Consequences of Non-Compliance. Further clarifications were provided by Community Development Director, Jeff Flory, on February 3<sup>rd</sup>, 2025.

The Compliance Requirements, clarifications and our responses are outlined below:

**Compliance Requirement 1: Permits Finalized**

*All building permits that are required for the fire and life safety systems must pass their final inspection by July 1, 2025. SEPRD will be provided with a specific list of the building permits that have been issued, including permit numbers and their current status.*

*Permits Outstanding:*

*769-23-000139-STR – This permit is for the "Change of Occupancy" of the structure from a school to the SRC. The approved plans for this permit have multiple structural and fire and life safety items that need to be completed and inspected to satisfy this permit. No inspections have been requested pursuant to this permit and this permit shows expired as of July 14, 2024. Staff can reactivate this permit upon a request from the "Design Professional in Responsible Charge (DPRC)."*

*769-24-000003-FIRE – This permit is for the commercial fire alarm and was issued to Convergent for the installation of the detection and notification system. This permit received an approved “rough-in” inspection and still pending a final inspection. This permit expires on April 22, 2025.*

**Response:**

769-23-000139-STR; Scott Edwards Architecture and SEPRD were not aware that a structural permit was issued for the Change of Occupancy or that it expired in July of 2024. As the Design Professional in Responsible Charge (DPRC) we'd like to request the permit be reactivated. It's been our understanding that SEPRD has been activity working on improvements agreed upon with the jurisdiction including a new Fire Alarm system to fulfill the Change of Occupancy requirements.

769-24-000003-FIRE; It is our understanding the new Fire Alarm passed final inspection and Seaside Fire Marshall, Genesee Dennis, is aware the system is fully operational. This includes the building's fire suppression system. SEPRD has been provided training on how to operate and maintain the new Fire Alarm by the installer and has assumed responsibility for the ongoing maintenance and inspection of the system.

*Deferred Submittals*

*Listed in permit 769-23-000139-STR are three deferred submittals. Deferred submittals refer to portions of your plans that were not submitted at the time of the initial permit application. Instead, these elements will be submitted to the Building Official for review and approval at a later date. One of these deferred submittals, Modifications to the Existing Fire Detection and Alarm System has already been submitted and a permit issued as referenced above. Two deferred submittals remain, including:*

- *Modifications to the Existing Fire Sprinkler System.*
- *Modifications to the Existing Mechanical and Electrical Systems.*

**Response:**

The permits for any required modifications to the buildings Fire Suppression, Mechanical, and/or Electrical systems to complete the work included under permit 769-23-000139-STR will be applied for by the district's General Contractor (GC) as separate permit and deferred bidder design items. SEPRD is working towards developing an Invitation to Bid for the completion of the remaining improvements. Once a contract has been established with a General Contractor SEPRD will coordinate with the City to ensure all parties are aware of the anticipated impacts to these systems and when to anticipate the deferred permit applications.

**Compliance Requirement 2: Mechanical Permit**

*Mechanical plans must be approved and a mechanical permit issued by July 1, 2025.*

**Response:**

It is assumed that this compliance requirement is in reference to Mechanical permits that are required for work under 769-23-000139-STR. Can the City Manager or Building Official confirm this assumption? The November 15, 2021, letter from Bob Mitchell, Seaside Building Official, references concern regarding

certain areas of the building's existing mechanical system. It is our understanding that these concerns were addressed by the Permit Comment Study provided by Interface Engineering and the Scott Edward's plan review responses provided on March 21<sup>st</sup>, 2023. The plan review responses were accepted by Jerry Wade, Seaside Building Official and ultimately led to the approved Change of Occupancy permit drawings.

### **Compliance Requirement 3: Fire Department Approval**

*The Seaside Fire Department must approve the issuance of a temporary C of O contingent on a fire watch program that meets all safety requirements. City will provide more detailed written direction from the Fire Marshal on the fire watch program requirement to ensure there is no misunderstanding.*

*Seaside Fire and Rescue has stated that a fire watch program would be necessary if any of the fire and life safety systems are taken offline.*

#### **Response:**

Sunset Empire Park + Recreation District understand that in the event the building's Fire and Life Safety Systems are taken offline the district will be required to implement a Fire Watch Program. SEPRD take no exception to this requirement and understand that Fire Watch is not required at this time since the newly installed Fire Alarm system has passed final inspection and is fully operational. It is our understanding, that Genessee Dennise, Seaside Fire Marshal, communicated this to district staff at the time the inspection was completed. The district implemented a Fire Watch program during the installation of the Fire Alarm as condition of the temporary use and would default to a similar protocol if needed in the future.

### **Compliance Requirement 4: Design Professional Walkthrough**

*The "design professional in responsible charge" must conduct a walkthrough of the building to verify that no unapproved changes have been made to the structure. Documentation confirming that all items have been addressed per the approved plans must be provided before structural permits can be finalized.*

#### **Response:**

Scott Edwards Architecture will not perform any onsite inspections on behalf of the City of Seaside. All documentation showing conformance with the permit documents will be thru typical inspections requested for by the district's General Contractor. On going field observation will be completed by Scott Edwards Architecture once construction has started on the work included in 769-23-000139-STR.

Scott Edwards Architecture would be willing to meet with the City of Seaside onsite at the SRC building and walkthrough the building as an effort to continue collaboration with the jurisdiction to support the districts efforts to ensure a safe facility.

### **Compliance Requirement 5: Electrical Permit Finalization**

*Proof of passed final inspections of any electrical permits issued by Clatsop County must be submitted before the City can issue a temporary C of O.*

*The deferred submittals mentioned above states that modifications are needed to the “electrical systems”. If electrical permits are necessary, they must be issued and receive final inspections from Clatsop County. If permits are not necessary, the DPRC can issue a response to this inquiry explaining why the electrical system upgrades were placed on the approved plans as deferred submittal and do not require permits.*

**Response:**

It is our understanding that there were no Electrical Permits issued by Clatsop County for the work to install the new Fire Alarm System. As indicated above, any electrical work required by the remaining improvements under permit 769-23-000139-STR are to be completed under a separate permit to be applied for by the district's General Contractor. The GC will be required to submit engineering drawings and calculations for review by Scott Edwards Architecture prior to submitting to the City for permit review. At this point, we are unaware if modifications to the building's electrical system are required as they are bidder designed per the approved permit drawings.

**Compliance Requirement 6: Fire Protection and Life Safety Systems**

*You must provide documentation verifying that the existing automatic sprinkler system is adequate for the building's intended uses and occupancies. If the system does not meet the necessary code requirements, a permit application and plan review approval will be required for any modifications. This permit is required to receive final approval prior to July 1, 2025.*

**Response:**

In January of 2023, Interface Engineering, provided a Permit Comment Study in response to the 2021 letters from Bob Mitchell, Seaside Building Official. The study was intended to provide a clear understanding of the building's Fire Suppression, Mechanical, Fire Alarm existing conditions and provide recommendations to address deficiencies in the systems. The study concluded that the existing Fire Suppression system appeared to be adequate for continued protection of the building and recommended consulting with the AHJ regarding any compliance issues.

The Fire Suppression compliance issues reviewed with the Building Official and Fire Marshall included:

- *The system was originally installed and permitted at a time when quick response sprinklers were not required to be installed in light hazard occupancies. Current code requires quick response (QR) sprinklers. The current system features standard response (SR) sprinklers in 90% of the building. The only room that was found to be installed with quick response (QR) sprinklers is the library. NFPA 13 has a retroactivity section (section 1.4 in NFPA 13, 2016) that states that the provisions of the code do not apply to systems that were approved prior to the effective date of this standard.*



- *The Broadway entrance is another area of the building that does not meet the standards of the adopted edition of NFPA 13 (2016). The Broadway entrance canopy is constructed of wood and is of a size that triggers the need for sprinkler coverage. Currently there is one horizontal sidewall sprinkler head over the entrance. To properly protect the entrance canopy, a dry system or antifreeze system is needed.*

The change in occupancy does not affect the status of the fire sprinkler system or the required hazard rating. Therefore, the group agreed with Interface Engineering that the existing suppression system is adequate to protect the building and allow for occupants to safely exit the building in the event of a fire. This understanding set the basis for the scope of work to complete the Change of Occupancy which included a new Fire Alarm and the work under 769-23-000139-STR.

#### **Compliance Requirement 7: Signed Acknowledgement**

*The attached acknowledgement must be signed by the Executive Director, indicating that the SEPRD Board is aware of the issues and supports the City's proposed plan. This signed affidavit must be returned to the City of Seaside by February 28, 2025.*

#### **Response:**

No response provided by Scott Edwards Architecture.

#### **Additional Compliance Requirements:**

##### Time Allowed to Complete Mechanical Improvements

The district understands that once a Mechanical Permit is issued the district will need to show progress in work. If work does not commence within six months of the issuance of the permit or if work is abandoned for six months, the permit expires. If the work does not receive a final inspection within 24 months of the permit being issued, the permit expires.

##### Temporary Certificate of Occupancy

We agree that the Building Official's prior approval for temporary occupancy was intended for a small section of the building limited to the Daycare that was operating at the time. However, it is our understanding with the installation of a new Fire Alarm and a fully functioning Fire Suppression System the district has addressed the primary Fire and Life Safety systems in the building and would be able to work with the City in an effort to obtain a Temporary Certificate of Occupancy. It's essential the district be allowed to utilize more area throughout the building to generate revenue needed to address the other necessary improvements and deferred maintenance.

##### Traffic Impact Analysis (TIA)

A Traffic Impact Analysis (TIA) has been completed by DKS engineering. The analysis indicated the anticipated trip count for the new uses in the building and determine there were no impacts to the surrounding traffic implements, therefore, no additional traffic improvements are required. The completed analysis was submitted to ODOT Region 2 and approved by their Traffic Analysis Engineer on December 19, 2024. A copy of ODOT's "Outright Use TIA Review Comments" is included as an attachment to this letter. Please, let us know if anything else is needed regarding the Traffic Impact Analysis or Condition of Approval for 769-23-000075-PLNG – Conditional Use, dated March 5, 2024.

#### End of Comments and Reponses

On behalf of SEPRD, we'd like to request a meeting with the City Manager, Building Official, Community Development Director and Fire Marshall to discuss the responses we've provided and ensure all parties are aligned. We have included the following attachments and request these be made part of the official record for the project. The attachments are indicative of SEPRDs ongoing efforts to improve the SRC building.

#### Attachments Included:

- Interface Engineering "Permit Comment Study", dated January 23, 2023.
- Scott Edwards Architecture Plan Review Responses, dated March 21, 2023.
- ODOT Outright Use TIA Review Comments, dated December 19, 2024.

Please, let us know if you have any further questions or concerns. We look forward to hearing from you.

Sincerely,



**Brandon Dole**  
Associate Principal  
[he/him/his]

D 503.896.5313  
C 503.539.4594



**Scott Edwards Architecture LLP**  
2525 E Burnside St. Portland, OR 97214  
503.226.3617 • [seallp.com](http://seallp.com)

March 18, 2025

SEPRD Board of Directors

Re: Proposal for Agreement with EVCS for EV Charging Station in SRC Parking Lot

Directors,

Included in the Board Packet is a proposal for the District to partner with EVCS (Electric Vehicle Charging Stations) for EVCS to install and operate three (3) charging stations in the SRC (Sunset Recreation Center) parking lot. The contract has been reviewed and edited by District Staff and legal counsel, and I want to provide some additional information in conjunction with your review of this proposal.

EVCS originally was working with the City of Seaside to install a charger on City property, and they had identified the parking spaces just North of the Visitors Bureau restrooms. That property abuts the SRC parking lot but is owned by the City as was negotiated in the Visitors Bureau transaction.

After further discussion, the City and SEPRD agreed that the proposed EV Chargers were a better fit for a different location, a few hundred feet north at the site of the current dog park. That location was selected as a preferred site based on:

- Proximity to existing power infrastructure and desired location by Pacific Power
- Limited functionality of existing dog park and desire by SEPRD and City to relocate dog park to a larger and more usable space
- Previous location would have complicated access to chargers during Seaside Farmers Market
- Previous location would have required vehicles to access chargers through the SRC parking lot
- The proposed agreement would provide revenue to SEPRD based on charging fees collected by EVCS (\$0.05, OR five cents, for each kWh of electricity sold to their customers). The previous location would have provided that revenue to the City.

EVCS is under contract with Energy Northwest, which is under contract with the US Department of Transportation to install, own, and operate 12 EV fast charger locations along Highway 101 in Oregon (2) and Washington). They have selected and completed agreements in Rockaway Beach and Seaside is their other preferred location. They currently operate 46 EV fast charging locations in the State with more to come.

According to the State of Oregon EV sales rose more than 40% in 2023 with similar data expected for 2024 and there are 696 electric vehicles or plug-in hybrid electric vehicles registered in Clatsop County alone.

From the staff perspective, we have received (along with the City Staff) many questions about EV charging in the community. While there is a Tesla Supercharging station at the outlet mall, those are only available for Tesla drivers and do not support other electric

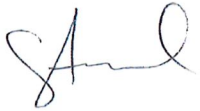


vehicle types. There is need for more electric vehicle charging stations and this location would support the City, tourism locations in the downtown corridor and help bring people to the SRC and other District facilities.

A motion for an approval of the agreement for EVCS might say:

*"I move that we accept the proposed agreement between the District and EVCS and approve staff to move forward and sign the agreement as presented".*

Sincerely,



Skyler Archibald | Executive Director | Sunset Empire Park & Recreation District

1140 Broadway | Seaside, Oregon 97138

503-738-3311 | [sarchibald@sunsetempire.com](mailto:sarchibald@sunsetempire.com) | [sunsetempire.com](http://sunsetempire.com)



## **SITE HOST AGREEMENT**

This Site Host Agreement (hereafter the “**Agreement**”) is effective as of **March XX, 2025** (hereafter the “**Effective Date**”) by and between EV Charging Solutions, Inc., a California corporation with its principal at 11800 Clark Street, Arcadia, California 91006 (hereafter “**EVCS**”), and Sunset Empire Park and Recreation District with its principal place of business located at 1140 Broadway, Seaside, OR 97138 (hereafter “**Site Host**”). EVCS and Site Host may collectively be referred to herein as the “**Parties**” or individually as “**Party**.”

### **RECITALS**

**WHEREAS**, EVCS has access to public and/or private funding to install and operate Level II Charging and/or Direct Current Fast Charging (“**DCFC**”) stations used for charging and/or recharging electric vehicles (hereafter the “**Equipment**”); and

**WHEREAS**, this funding is intended to improve the availability and reliability of electric vehicle charging systems; and

**WHEREAS**, Site Host wishes to allow the construction, operation, and/or maintenance of one or more items of Equipment on its real property (hereafter “**Property**” and/or “**Site**”) in the location more specifically identified herein and also wishes to allow public use of the Equipment; and

**WHEREAS**, the Parties wish to collaborate by utilizing their respective resources to promote the electric transportation sector; and

**WHEREAS**, the Parties wish to share the revenue realized from the sale of electricity stemming from the utilization of the Equipment on the Property as more fully described below; and

**WHEREAS**, the Parties desire that this Agreement shall remain in effect, subject to the terms and conditions set forth below, for ten (10) years after the commissioning date (i.e., date when the Equipment is placed in service on the Property);

**NOW, THEREFORE**, in consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, EVCS and Site Host agree as follows:

#### **1. Recitals**

The Parties agree that the foregoing Recitals are true, correct, and accurate.

#### **2. EVCS’ General Obligations for Equipment and Services**

EVCS shall provide the following equipment and services at EVCS sole expense:

- a) Purchase of the Equipment (consisting of 2 DCFC Stations and 1 Level II Station), the general specifications for which are detailed in Exhibit A together



with all other mechanical, electrical, and physical components necessary for the installation, connection, and operation of the Equipment in accordance with this Agreement (the Parties agree that the Equipment delivered to the Property shall be the same or similar to the equipment detailed in **Exhibit A**);

- b) Preparation of the Property and installation of the Equipment at the location(s) approved, specified and identified by Site Host (the “**Project Site**”) and performed by qualified and licensed contractor(s) in accordance with local codes, permitting, and inspection requirements, as detailed in **Exhibit B**. For the purposes of initially creating a rebate application and reserving funding for the Project, EVCS and Site Host may mutually agree to leave Exhibit B blank upon initial execution. Once funding is reserved and further feasibility and recommendations are made by EVCS’ electrical contractor in accordance with Site Host’s written approval, the Parties shall further specify the approved location(s) and Site design by mutual written agreement on Exhibit B;
- c) Payment of all costs of its contractors associated with the delivery, site preparation, installation, and setup of the Equipment at the Project Site;
- d) In EVCS’ sole discretion, design, installation, wiring, connection and integration of the charging system, consumption/use meters, and related equipment into the public power grid in a manner sufficient to allow operation of the charging station(s) and the ongoing metering of power usage from each charging port;
- e) Ongoing maintenance/repairs of the Equipment for the term of the Agreement;
- f) All necessary communications, instructions, and network systems to facilitate public use of the Equipment to charge electric vehicles; and
- g) Periodic reports to Site Host on the utilization of the Equipment.

### **3. Site Host General Obligations**

Site Host shall undertake the following, at Site Host’s sole expense:

- a) Provide full, complete and unfettered access to EVCS for the placement, use, and operation of the Equipment at the Project Site for the full term of this Agreement;
- b) Provides the necessary temporary construction access for EVCS and its contractors for preparation of the Project Site and for installation of the Equipment;
- c) Provides necessary ongoing utility easements and / or access for installation, usage, and maintenance of power lines, conduits, meters and Equipment;
- d) Allow full, complete and unfettered ongoing access to the Project Site and Equipment in order for EVCS to collect, use, and distribute data;





- e) Will not knowingly allow the Equipment to be, and will take all reasonable steps to prevent the Equipment from being opened, accessed, modified, or repaired by anyone other than EVCS or its licensed contractors;
- f) Will not sell, alienate, hypothecate, transfer, assign, encumber or otherwise pledge the Equipment;
- g) Use best efforts to prevent damage and vandalism of any type to the Equipment;
- h) Will not, and will not permit or allow any third party to, open, move, modify, reverse engineer, or disassemble the whole or any part of the Equipment or any part thereof in any manner;
- i) Will not, and will not permit or allow any third party to, uninstall the Equipment
- j) Allow EVCS and its approved contractors full, complete and unfettered access to the Project Site for installation, maintenance, repair, replacement and approved de-installation of the Equipment;
- k) Cause the Project Site to be maintained in a clean, safe, and orderly condition, utilizing at least the same standard as to which other areas at the Property that are under the Site Host's control are maintained;
- l) Assign to EVCS the proportionate share of any right, title, and interest in and to all and any rebates, grants, subsidies, or any other funding that the Site Host may receive relating to the Equipment, and/or this Agreement, or any activities under the Agreement. This includes, but is not limited to: (a) rebates or other payments based in whole or in part on the cost, size, of the Equipment; (b) performance-based incentives paid as periodic payments; and (c) funding from third parties to cover the costs of installation, utility upgrades, EV chargers, civil work, all other equipment, operations, maintenance, and all other aspects of EV charging installation, operations, maintenance, and repair activities relating to the Equipment and/or this Agreement.
- m) Assign EVCS all right, title and interests in and to environmental credits (e.g., carbon credits) relating to the Equipment, and/or this Agreement; including, but limited to electric vehicle charging or renewable energy credits or certificates, carbon credits and any similar environmental or pollution allowances, credits or reporting rights.
- n) Assign EVCS all right, title and interest in and to the enrollment of the Equipment into a demand response program and any and all economic benefit arising from such an enrollment. If demand response program benefits credits the Site Host utility bill, the utility bill credit will be used to offset cost of electricity described



in paragraph 4 and subchapter d (4.d.) and demand charges described in paragraph 4 and subchapter e (4.e.) and if the demand response credits are in excess of demand charges and cost of electricity, EVCS can request Site Host for reimbursement of such excess. The Site Host agrees to issue such a reimbursement within thirty (30) days of request by EVCS.

- o) Promptly execute the Easement Agreement upon the request of EVCS or the applicable utility service provider.
- p) Fully cooperate and promptly communicate with EVCS during the entire time period required by EVCS to complete the preparation of the Project Site and the installation of the Equipment. Site Host understands and acknowledges that EVCS will expend a significant amount of time, resources and effort to assess the Project Site, secure funding for the installation of the Equipment, and initiate engineering and design for the Equipment. Site Host further understands and acknowledges that the timeframe for completion of the Equipment installation is in part dependent on third parties, such as utility providers, rebate and permitting authorities and grant organizations, and thus the amount of time it takes to complete installation of the Equipment at the Project Site is often outside of EVCS' control. Thus, Site Host agrees that its cooperation as described above is of the essence of this Agreement, and the breach of these provisions shall be a material breach that shall cause substantial harm to EVCS.
- q) Provide EVCS with prompt notice of the sale or transfer of the Project Site, which notice shall include current contact information of the buyer or transferee.

#### **4. Revenue Sharing**

The Parties agree that:

- a) The Equipment installed by EVCS is intended to generate revenue through the patronage of customers utilizing the Equipment placed with the Site Host.
- b) EVCS shall, in its discretion, determine the price/rate at which electricity shall be sold to consumers utilizing the Equipment.
- c) EVCS will collect the proceeds generated from the sale of electricity from the Equipment placed with the Site Host and pay Site Host **\$0.05** (five cents) for each kWh of electricity sold to customers utilizing the Equipment. Site Host may, in Site Host's discretion, offer certain customers free or discounted charging rates, provided, however, that EVCS will offset any revenue share amounts owed to Site Host by an amount proportionate to the reduction in revenue caused by such discounts. In the event there is a balance owed from Site Host to EVCS as a result of such discounts, Site Host shall remit payment to settle said balance within ninety (90) days of receipt of a request for payment from EVCS.
- d) In the event Site Host incurs any utility provider assessed incremental demand charges strictly in connection with the operation of the installed Equipment, Site Host shall present these charges, including any support and back-up documentation that





substantiates the charges to EVCS, and EVCS shall reimburse Site Host for these substantiated charges within ninety (90) days of receipt of a request for payment from EVCS.

- e) EVCS at its sole option will have the right to own the electricity service meter and/or utility service account servicing the Equipment.
- f) EVCS will use commercially reasonable efforts to install a separate electric meter as allowed by the utility provider at the Property through which electrical costs shall be tracked.
- g) EVCS will have forty-five (45) days after the end of each calendar quarter, to remit the appropriate revenue share payment to Site Host. Each payment shall be accompanied by a written report describing in reasonable detail the calculations used to determine the amount of the payment. The billing cycle will begin on the first day of the quarter and end on the last day of that same calendar quarter. EVCS shall provide Site Host with a quarterly accounting statement within forty-five (45) days following the end of the previous quarter indicating the total amount of revenue generated, including any offsets or reductions to revenue, and the resulting net revenue share amount owed to Site Host. At any time during the term of this Agreement, the Site Host may request additional information from EVCS to explain a revenue share payment or to justify any change in the manner or means of calculating such payment. EVCS shall provide such additional information within thirty (30) days of a written request from Site Host. Failure to timely comply with a reasonable request from Site Host shall be deemed a breach of the Agreement.
- h) Notwithstanding anything to the contrary in this Section 4, if the total quarterly amount owed to Site Host is less than one hundred dollars (\$100), then EVCS may, in its sole discretion, choose to withhold payment payout to the Site Host until at least one hundred dollars (\$100) is due to Site Host.
- i) See Exhibit D for Site Host ACH payment information. If such information is provided, EVCS shall make all required payments via ACH direct deposit, until further notice from Site Host.

## **5. Term of Agreement:**

The term hereof shall begin upon the Effective Date. The date the Equipment becomes operational will hereafter be referred to as the "Commencement Date." The term hereof shall expire (unless renewed or extended) ten (10) years from the Commencement Date (hereafter the "Termination Date"), unless sooner terminated in accordance with the provisions hereof.

### **a) Optional Ten (10) Year Extension Option**

At least ninety (90) days but no earlier than one hundred & eighty (180) days prior to the expiration of the initial Term, EVCS may submit to Site Host a written notice requesting a Ten-Year Extension of this Agreement. Upon written approval of such Ten-Year Extension by Site Host, EVCS reserves the right to replace the Equipment at the Project Site with Equipment that is comparable or better to Equipment that was previously installed. If EVCS notifies the Site Host of such



intent EVCS will then replace the Equipment no later than one hundred & twenty (120) days after the Termination Date. The terms of this Agreement will remain in effect during that 120-day period after the Termination Date. Site Host will take all reasonable steps to allow EVCS to remove the pre-existing Equipment and replace the pre-existing Equipment with new Equipment. EVCS shall bear the cost to remove and replace the pre-existing Equipment. The removed pre-existing Equipment will then become the exclusive property of EVCS. If the existing Equipment is replaced with new Equipment during or at the conclusion of the original Term, site host grants all interest to EVCS of any rebate(s) and/or environmental credits associated with the equipment replacement as otherwise required under this Agreement.

**b) Automatic One (1) Year Renewal Clause**

If the Parties have not exercised the Ten (10) Year Extension Option, this agreement will automatically renew at the end of each Term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days but no earlier than ninety (90) days prior to the end of the relevant term.

**c) Early Termination Clause**

This Agreement may be terminated upon 30 (thirty) days' written notice to either party without penalty or fee in the following instances:

In the case of EVCS, at any time and for any reason prior to the submission of the permit application for construction of the Equipment, at the Project Site, or thereafter at any time in the event that EVCS determines that the construction or continued operation of the Equipment is impracticable or uneconomical.

In the case of Site Host, in the event the Commencement Date has not occurred within eighteen (18) months from issuance of the approved utility plan, and required utility easement, if applicable, provided that Site Host's rights to terminate under this section shall terminate upon the Commencement Date.

**6. Ownership of Equipment and Content**

EVCS shall retain title to and ownership of the Equipment. All the information, content, services and software displayed on, transmitted through, stored within, or otherwise used in connection with the use and operation of the Equipment, including, but not limited to data, text, photographs, images, illustrations, video, html, source and object code, software, internet account access, advertising, and the like (collectively, the "Content") is owned exclusively by EVCS. Within one hundred twenty (120) days of termination of this Agreement, EVCS shall remove Equipment at no cost to the Site Host. If the Equipment is not timely removed, SEPRD may cause the Equipment to be removed at EVCS's expense.

**7. Installation Activities**





EVCS shall, at its sole cost and expense, be responsible for all installation activities (hereafter "Installation Activities") required to support the operation of the Equipment, and services therewith, including the hiring and coordination of all vendors and contractors; the installation of electrical equipment, utility lines, hardware, and software; site preparation, trenching, repaving, and landscaping.

#### **8. Limitations on Use of Project Site**

The Project Site and related parking spaces made available to the Project Site may be used for providing publicly-accessible electric vehicle charging. Site Host shall provide EVCS, its employees and contractors with reasonable access to the parking spaces and Equipment and shall otherwise provide to EVCS the same amenities and services Site Host provides to other users of Site Host's parking facilities.

#### **9. Utility Charges**

EVCS shall be responsible for all electricity costs associated with both the operation of the Equipment and the charging of electric vehicles from the Equipment. Site Host shall cooperate with EVCS efforts regarding provision of electricity to the Equipment. Neither Site Host nor EVCS has any responsibility or liability for interruption, curtailment, failure, or defect in the supply of utilities furnished to the Equipment.

#### **10. Allocation of Environmental Benefits**

Site Host assigns to EVCS any renewable energy credits, allowances, or other indicators of environmental benefit in the proportion attributable to the presence of the Equipment for the entirety of the time the originally installed Equipment is installed at the site but for a minimum of ten

(10) years. If this Agreement extends under paragraph 5 and subchapter a (5.a.) or renews under paragraph 5 and subchapter b (5.b.), then paragraph 10 shall continue to remain in effect through the updated termination date.

#### **11. Signage**

EVCS shall have the right to place project-related signage to denote the location of the Equipment and the services available and may place other signage or advertising at the Property as EVCS reasonably determines to be practicable or appropriate, with approval by Site Host.

#### **12. Publicity**

During the term of this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval, which will not be unreasonably withheld or delayed.

#### **13. Media Content**

It is agreed that EVCS shall have sole control over the solicitation, contracting, and distribution of any and all media content relating to the Equipment, including but not limited to, any media content data transmitted to or from the Equipment and displayed using the Equipment, with approval by Site Host. EVCS will use commercially



reasonable efforts to avoid distributing media content that actually and directly conflicts with Site Host's media and advertising.

#### **14. Indemnification**

- a) EVCS shall indemnify and hold harmless Site Host, and any tenant, guest, customer, patron, or employee of Site Host, from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from the negligence or willful misconduct of EVCS, its contractors, agents, or employees or from any malfunction or defect in the Equipment. EVCS' indemnification obligations herein shall extend only up to the limit of any insurance coverage held by EVCS and insuring it against any such liability. It is a condition of this indemnification provision that EVCS shall receive prompt notice from Site Host of any claim against Site Host for which indemnification from EVCS is claimed.
- b) Site Host agrees to indemnify EVCS, its officers, board, employees, and agents, and hold all of same harmless from and against any and all liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property resulting in any way from any act or negligence or willful misconduct of Site Host, its contractors, agents or employees. It is a condition of this indemnification provision that Site Host shall receive prompt notice from EVCS of any claim against EVCS.

#### **15. Breach and Opportunity to Cure**

If either party breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of that breach, then the non-breaching party may terminate this Agreement effective as of the end of such thirty (30) day period. Additionally, either party may terminate this Agreement immediately if the other party (i) ceases to do business in the ordinary course; or (ii) either voluntarily or involuntarily files a bankruptcy petition which is not vacated within thirty (30) days of filing. No such termination will be deemed a waiver of any claim for damages by the non-terminating party.

If the Site Host breaches or wrongfully terminates the Agreement prior to the Termination Date, Site Host will be required to reimburse EVCS for all costs incurred relating to the installation of the Equipment within thirty (30) days of receipt of an invoice from EVCS. The Site Host will also be required to reimburse EVCS for the total amount of any rebates EVCS would have received relating to the Equipment, and/or this Agreement had the Agreement not been breached or wrongfully terminated.

#### **16. Limitation of Liability**

**NO WARRANTY, CONDITION OR REPRESENTATION, EXPRESSED, IMPLIED, ORAL OR STATUTORY, IS PROVIDED TO THE SITE HOST OR ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION OR REPRESENTATION: (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,**





**SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (B) THAT THE EQUIPMENT WILL BE FREE FROM INFRINGEMENT OR VIOLATION OF ANY RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; OR (C) THAT THE OPERATION OF ANY SOFTWARE OR HARDWARE SUPPLIED WILL BE UNINTERRUPTED OR ERROR FREE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE SITE HOST'S SOLE AND EXCLUSIVE REMEDIES HEREUNDER AND THE ONLY LIABILITY OF SITE HOST IS EXPRESSLY LIMITED TO THE TERMS OF THE AGREEMENT. EVCS SHALL NOT BE LIABLE TO THE SITE HOST, OR ANY THIRD PARTY, FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS OR DAMAGES, INCLUDING WITHOUT LIMITATION, LITIGATION COSTS, LOSS OF DATA, LOSS OF PRODUCTION, AND/OR LOSS OF PROFIT ARISING FROM ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES.**

**FOR PURPOSES OF THIS PROVISION, EVCS INCLUDES EVCS' DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, AND SUPPLIERS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY CLAIMS FOR DAMAGES BY EITHER PARTY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ACTUAL RECOVERIES UNDER SUCH PARTY'S INSURANCE POLICIES.**

#### **17. Disputes**

This Agreement is governed by, and must be construed and enforced in accordance with, the laws of Oregon, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts within Clatsop County, Oregon and agrees that those courts have personal jurisdiction over each party; (iii) venue must be within Clatsop County, Oregon; and (iv) the parties must submit the dispute to mediation. Every mediation must be completed within three (3) months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 3-month period, then the Parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. No waiver of any provision or breach hereof is a waiver of any other provision or breach. All rights and remedies are cumulative and nonexclusive.

#### **18. Notices**

All notices and other communications provided hereunder must be in writing and will be deemed given: (i) on the date of hand-delivery; (ii) on the date when sent by facsimile



(with confirmation of transmission); (iii) on the date when sent by email, with confirmation of receipt; (iv) the day after sending by a nationally recognized overnight delivery service (with confirmation of transmission); or (v) three (3) days after sending by certified mail (return receipt requested).

For purposes of this Agreement, addresses for notification, unless changed from time to time in writing, shall be:

**FOR EVCS:**

EV Charging Solutions, Inc.  
Attn: Thais Grossi  
11800 Clark Street  
Arcadia, California 91006  
[thaisg@evcs.com](mailto:thaisg@evcs.com)  
323.400.EVCS (3827)

Salesperson: \_\_\_\_\_

Rebate Program: \_\_\_\_\_



**SITE HOST:**

**SECONDARY/EMERGENCY CONTACT:**

Company: **AAA**

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

Add. 1: **BBB**

Add. 1: \_\_\_\_\_

Add. 2: **CCC**

Add. 2: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

**19. Successors and Assigns**

The covenants, conditions and agreements contained herein shall bind and inure to the benefit of EVCS and Site Host and their respective successors and assigns. EVCS may freely and in its sole discretion assign this Agreement to a third party upon written notice to Site Host. Site Host may not assign this Agreement to any third party without prior written consent of EVCS.

**20. Entire Agreement**

This Agreement contains all the agreements between the parties hereto and may not be modified in any manner other than by agreement in writing signed by both the parties hereto and their successors in interest.





**IN WITNESS WHEREOF**, this Agreement is executed by both parties, to become effective on the date last executed.

**EVCS**

**SITE HOST**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Gustavo Occhiuzzo

Printed Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



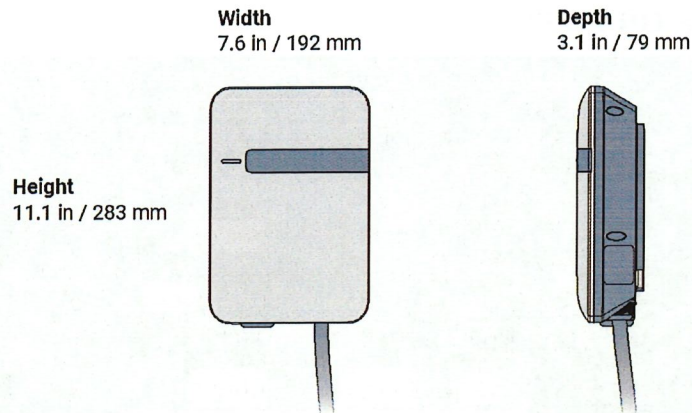
## EXHIBIT A - Electric Vehicle Charging Station Equipment Specifications

- 150 kW DC Fast Charger (2) – Samsung 180 DCFC or equal
- 7.6 kW Level 2 EVSE (1) – Noodoe AC7LC and or equal

EVCS 180kW Charger Product Technical Data Sheet		
Category	Category details	Criteria/parameter
Concept requirements	Charging system concept	One single unit containing all required components Charging system can be update with power modules OTA soft-/firmware capability for all key components (e.g. PLC board, all MCU/ECU board) Cooling system
	Load management	Internal load balancing to reduce kW per charger as well as load balancing across several installed charger has to be implemented (as provided by our backend) Load management across several installed charger has to be implemented (as provided by our backend) via OCPP 1.6
	Local UI for operations	UI provides an overview of error codes with timestamps All configuration keys can be set via the UI Max. load and/or input power can be set via the UI Firm-/software updates, error handling
	Parallel charging of two vehicles	Both vehicles charges at the DC-outlets
	Supported charging plug-/socket-types	CCS Type-1 as per IEC 62196-3 NACS (24 02)
System Requirements	Operating temperature range [°C]	Max. temperature: +50 °C Min. temperature: -30 °C
	Max. altitude [m]	2000 m
	Max. relative humidity [%]	<95% non-condensing
	Operating audible noise emissions [dB]	<60 dB @ 1m
	Enclosure Rating	NEMA 3R
	Impact protection degree	IK10 (Housing)
	Material, Coating	Anti-corrosive protection e.g. galvanization
	M2M	all chargers must be equipped and set up with innogy M2M SIM cards
	EMC emissions	Class A (industrial) as per IEC/EN 61851-21-2 Class B (residential) as per IEC/EN 61851-21-2 (to be developed)
	Reactive Power compensation	Required due to upcoming legislation beginning 27.4.2019. Can be mandatory mid of 2019.
Quality Requirements	Quality management	The supplier shall provide full transparency of all quality relevant processes
	communication tests (frontend/backend)	Communication to car and also (to backend tbd) must be validated during final inspection.
	test protocol	Test protocol must document all performed tests and test results (visual, electrical and electrical safety, function) and is to be signed by the responsible person that performed the tests. All test results have to be filed and archived.
Production Requirements	Serial numbers	Each number gets a unique serial number.
	Type plate	Type plate according to IEC61851-1 required.
	Variant management	Each version and revision of charger needs to be traceable. This includes every component of the charger to guarantee spare parts compatibility and failure tracking in case of quality problems.
	Labels	Labels and position, including labels for end testing to be defined, traceability of each charger and included components must be
	Material Number	Each charger is identified via material number. The material number and the batch number needs to be on the delivery slip and invoice of the charger.
Service Management	Safety Protection	All internal electric installations with life parts that exceeds extra-low voltage shall be protected by a transparent cover (touch
	AC Input terminals	The AC Input terminals are designed for European conduits. The size of the terminals de-pends on the charger type
	Access to electrical and maintenance relevant components	All components are easy accessible by one technician.
	Hardware requirements	Doors and side panels are exchangeable
	Surface	Surface easy to clean and graffiti and sticker resistant
	Cable entry	The cable entry shall be located under the terminals. It must be easy to lead the cable into the terminals
	lifting hooks	For installation lifting hooks are installed. After installation the hooks are removable.
Installation/Maintenance	Change of Charging Cable	Change of charging cable must be easy and must be done in a reasonable time by a service technician.
	Safety	All European safety standards are considered for all installation and maintenance work.
	Installation/Commissioning	The installation process is possible to be done by two technician considering all European safety standards within 60 minutes.
	Maintenance	Change of charging cable must be easy and must be done in a reasonable time by a service technician.

HMI/User Interface	HMI/Display	LCD color display with 12.1" Touch screen Customized logo can be updated remotely for the screen
	Authentication/Payment	RFID authentication as standard NFC reader
	RFID authentication	All MIFARE standards as per ISO 14443A/B Type V as per ISO/IEC 15693
Electrical Grid Connection	Type of AC-Connection	AC 3-phase 4-wire: L1, L2, L3, 3P3W(no neutral) + PE
	Input voltage range [V]	480 Vac (line-2-line) $\pm 10\%$
	Frequency range[Hz]	50/60 Hz $\pm 10\%$
	Efficiency rating [%]	>94% @ full load
	Power Factor Correction (PFC)	PFC from -0.99 (ind) to +0.99 (cap)
Electrical Protection	Residual current device (RCD)	RCD Type-A' for DC outlet (primary side)
	Overall protection	Short-circuit protection Surge Protection Insulation monitoring Over- and undervoltage protection Comply with all CE-relevant safety and protection requirements, e.g.: IEC 61851
Construction & maintenance	Construction & maintenance friendly	Easy to build-up, Module check-up
Communication	Cellular connection	3G 4G
	Ethernet	10/100 Fast Ethernet 10/100/1000 Gigabit Ethernet
	WiFi	IEEE 802.11 b/g/n (under progress)
	Meter Communication	Communication between meter and controller
Backend communication	Communication protocol	OCPP 1.6 JSON (2.0.1, to be developed) OCPP connection via VPN/APN tunnel Firm-/software updates via OCPP All configuration keys can be set via OCPP Non-auth mode can be set via OCPP config key
DC Charging (CCS)	Plug/Socket type	CCS Type-1 as per IEC 62196-3 (Configuration FF)
	Charging mode	Mode-4 as per IEC 61851-1
	Communication	PLC as per IEC 61851-23/-24; DIN 70121 ISO 15118-3
	Cable length [m]	5,5 m (outside length)
	Output power rating [kW]	180 kW
	Output voltage range [V]	150 - 1,000 Vdc
	Output current rating [A]	375 A





## SPECIFICATIONS

Cloud service	Noodoe EV OS
Maximum output power	7.6 kW
Output power	32 A @208~240 Vac, 1-phase
Vehicle connector	SAE J1772
Charging cable length	25 feet / 7.6 m
Input power	1-phase, 3-wire, 208~240 Vac, 32 A maximum
Grounding system	TN, TT
Efficiency	> 99%
Power factor	> 0.99
Display	LED indicator, OLED, 20 characters, 2 lines
Communication protocol	OCPP 1.6 JSON
Network connectivity	Wi-Fi, 4G
RFID	RFID ISO/IEC 14443 A/B, ISO 15693
NEMA enclosures(NEMA)	NEMA 4
Impact protection	IK10
Electrical protection	Over voltage protection, under voltage protection, surge protection, ground fault protection, residual current device, short circuit protection, over current protection, over temperature protection
Operating temperature	-22 °F to +122 °F / -30 °C to +50 °C
Dimensions	7.6 (W) x 11.1 (H) x 3.1 (D) in 192 (W) x 283 (H) x 79 (D) mm
Weight	11 lbs / 5 kg
Certifications	UL, FCC, Energy Star

Noodoe EV OS



**Noodoe Inc.**  
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 Suite 440  
 Houston, TX 7703,  
 United States  
 +1 281-888-3429  
 info@noodoe.com  
 noodoe.com

**EXHIBIT B – Project Site Info**

**135 N Roosevelt Dr, Seaside, OR 97138**



Utility/Electric Provider: Pacific Power

Electric Provider Acct. #: EVCS Pacific Power Account

Total Estimated Parking Spaces: 5 / Estimated Number of ADA Spaces: 1



**EXHIBIT D – Site Host Banking Information (for ACH Payment  
Purposes)**

Name on Account: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_

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Search

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## **2025 Sunset Empire Park & Rec Candidates**

### **Sunset Empire Park and Recreation District**

#### **Director, Position 1 - 4 yr term**

Susan (Su) Coddington

#### **Director, Position 2 - 4 yr term**

Celeste Tuhy Bodner

#### **Director, Position 3 - 4 yr term**

Michael A Hinton

## **ELECTIONS**

## **STAFF CONTACTS**

Tracie Krevanko  
County Clerk  
(503) 325-8511

