

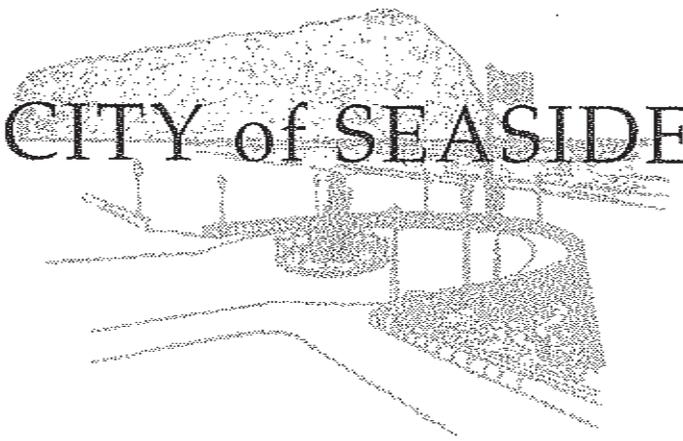
**AGENDA SEASIDE CITY COUNCIL MEETING  
JULY 22, 2013 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PROCLAMATION – NATIONAL NIGHT OUT  
SEASIDE FIRE ANNUAL FUNDRAISER
6. RECOGNITION – 4<sup>TH</sup> OF JULY PARADE
7. COMMENTS – PUBLIC
8. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
9. CONSENT AGENDA
  - a) PAYMENT OF THE BILLS – \$296,811.61
  - b) APPROVAL OF MINUTES – JULY 8, 2013 REGULAR MINUTES
10. UNFINISHED BUSINESS:
11. NEW BUSINESS:
  - a) LIQUOR LICENSE APPLICATION – MAGGIE’S ON THE PROM, 581 S. PROM
  - b) ORDINANCE 2013-05 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, ADDING CHAPTER 101 TO THE CODE OF SEASIDE, ESTABLISHING OUTDOOR LIGHTING REGULATION, MAINTENANCE PROVISION, AND NUISANCE LIGHTING ABATEMENT PROCEDURES
    - OPEN PUBLIC HEARING
    - CLOSE PUBLIC HEARING
    - COUNCIL COMMENTS
    - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
    - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED
  - c) AMENDMENT – CONTRACT FOR MARK WINSTANLEY, CITY MANAGER
12. COMMENTS FROM THE COUNCIL
13. COMMENTS FROM THE CITY STAFF & PUBLIC
14. ADJOURNMENT

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

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

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



# CITY of SEASIDE

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

## *PROCLAMATION*

*Whereas*, the National Association of Town Watch (NATW) is sponsoring a unique, nationwide crime, drug and violence prevention program on August 6, 2013 entitled "National Night Out"; and

*Whereas*, the "30th Annual National Night Out" provides a unique opportunity for the City of Seaside to join forces with thousands of other communities across the country in promoting cooperative, police-community crime prevention efforts; and

*Whereas*, the City of Seaside plays a vital role in assisting the Seaside Police Department through joint crime, drug and violence prevention effort in the City of Seaside and is supporting "National Night Out 2013" locally; and

*Whereas*, it is essential that all citizens of Seaside be aware of the importance of crime prevention programs and impact that their participation can have on reducing crime, drugs and violence in Seaside; and

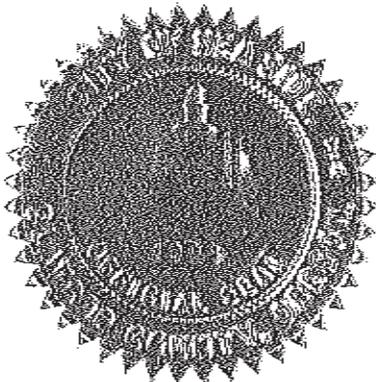
*Whereas*, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

***NOW, THEREFORE***, I, Don Larson, Mayor of the City of Seaside, in the State of Oregon, do hereby proclaim Tuesday, August 6, 2013 as

### *National Night Out*

in Seaside, and urge all citizens to join in this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 22nd day of July, 2013.



---

DON LARSON, MAYOR

Prizes Too!

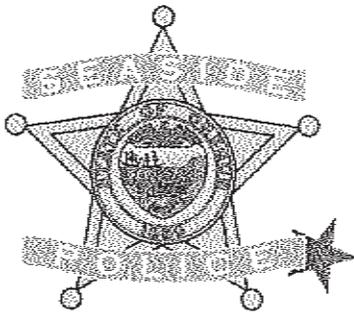
Free Food!



★ National Night Out  
Tuesday, August 6th  
6 to 8 PM

Broadway &

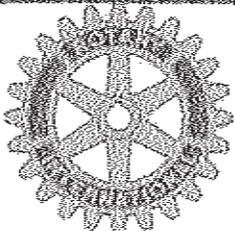
Cartwright Parks ★

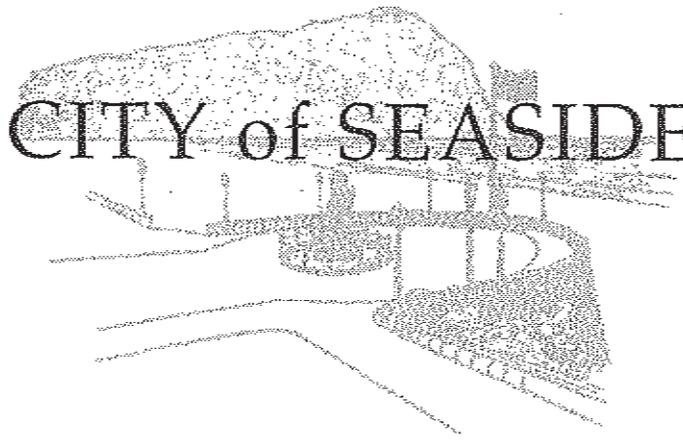


### Games for the Kids

The Seaside Police Department invites Seaside residents to join us for the 30<sup>th</sup> Annual National Night Out Tuesday August 6th. Thanks to Seaside Rotary, Seaside Kiwanis, and the Seaside Chamber you can enjoy a free meal at Broadway Park or Cartwright Park from 6 p.m. to 8 p.m.

Talk with officers about Crime Prevention or what's going on in your neighborhood.





# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## PROCLAMATION

*Whereas*, Since July 9, 1904 the Seaside Volunteer Fire and Rescue has been proudly serving the City of Seaside and the Seaside Rural Fire District; and

*Whereas*, during that time the organization has helped to set the standard for response, membership, and a business approach to the fire service; and

*Whereas*, the fire departments annual fundraiser will be the Firehouse BBQ at the Seaside Fire Department, 150 S. Lincoln, on Saturday, August 10, 2013 from 11:00 am to 4:00 pm; and

*Whereas*, the members of the fire department are inviting the community to support the Seaside Fire Department's annual fundraiser; and

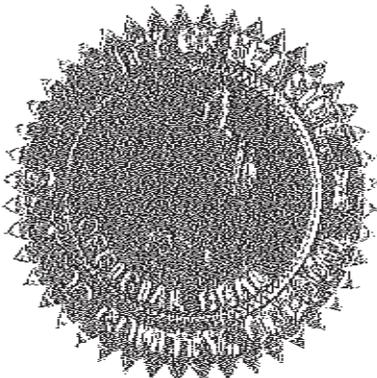
*Whereas*, monies raised at the annual fundraiser will be used to purchase needed emergency equipment and advanced training for the many dedicated volunteers.

*NOW, THEREFORE, I, Don Larson, Mayor of the City of Seaside*, in the State of Oregon, wish to recognize and honor the Seaside Volunteer Fire and Rescue Department for their many contributions to the community's public safety. I further call upon all citizens and visitors of Seaside to observe Saturday, August 10, 2013, as the

### SEASIDE FIRE DEPARTMENT'S ANNUAL FUNDRAISER

and invite the community to attend and support the Seaside Fire Department at the Firehouse BBQ.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 22<sup>nd</sup> day of July, 2013.



---

DON LARSON, MAYOR

# SUPPORT

AUGUST 10TH

SEASIDE  
Firehouse BBQ

BBQ Grilling by the  
Real Fire Masters!

2013

SATURDAY AUGUST 10TH 11AM-4PM

\$15 BBQ DINNER  
RAFFLE PRIZES- TRAEGER BBQ  
47IN LCD TV, IPADS & MORE  
GAMES-BOUNCE HOUSE

Come down to the Seaside  
Fire Station for good food  
and good fun to help  
support your fire fighters.

150 SOUTH LINCOLN, 503-738-5420, SEASIDEFIRE.COM

# SEASIDE FIRE & RESCUE

CALL TO ORDER The Regular meeting of the Seaside City Council was called to order at 7:00 PM by Mayor Don Larson.  
  
Present: Mayor Don Larson, Council President Don Johnson, Councilors Stubby Lyons, Jay Barber, Randy Frank, Tita Montero, and Dana Phillips.  
  
Absent: None  
  
Also Present: Mark Winstanley, City Manager; Dan Van Thiel, City Attorney; Bob Gross, Seaside Police Chief; Neal Wallace, Public Works Director; Joey Daniels, Seaside Fire Chief; Russ Vandenberg, Convention Center & Visitors Bureau General Manager; Esther Moberg, Seaside Library Director; and Nancy McCarthy, Daily Astorian.

AGENDA Mayor Larson stated there were changes to the City Council agenda with Item 5, Recognition – 4<sup>th</sup> of July Parade; New Business item 10b, Resolution #3805; and 10c, Resolution #3806 which were removed from the agenda.  
  
Motion to approve the July 8, 2013 agenda as amended; carried unanimously. (Lyons/Frank)

COMMENTS – PUBLIC None

CONFLICT Mayor Larson asked whether any Councilor wished to declare a conflict of interest.  
  
No one declared a conflict of interest.

CONSENT AGENDA Motion to approve payment of the bills in the amount of \$399,455.65; June 24, 2013, regular minutes; and Tsunami Barrel Distribution of Expired Items; carried unanimously. (Lyons/Barber)

ORDINANCE #2013-04 AN ORDINANCE OF THE CITY OF THE SEASIDE, OREGON, ANNEXING CERTAIN TERRITORY EAST OF THE CITY (1374 13<sup>TH</sup> AVENUE – PROPERTY ADJACENT TO 13<sup>TH</sup> AVENUE AND NORTH WAHANNA)  
  
Mayor Larson asked for public comments, and there were no public comments.  
  
Mayor Larson asked for Council comments, there were no Council comments.  
  
Motion to place Ordinance 2013-04 on its third reading by title only; carried unanimously. (Lyons/Frank)  
  
Motion to adopt Ordinance 2013-04; carried with the following roll call vote: (Johnson/Barber)  
  
YEAS: BARBER, FRANK, LARSON, PHILLIPS, LYONS, JOHNSON, MONTERO  
NAYS: NONE  
ABSENT: NONE  
ABSTAIN: NONE

LIQUOR LICENSE APPLICATION Mayor Larson stated there was a liquor license application received from Taqueria Casa Del Sol, located at 1313 S. Roosevelt Drive. The owner was applying for a Limited On-Premises Liquor License which would be for a new outlet. Mayor Larson stated there was a memo in the packet from Bob Gross, Seaside Police Chief, stating the Seaside Police Department did not recommend approving the liquor license for Taqueria Casa Del Sol.  
  
Bob Gross, Seaside Police Chief, stated the liquor license application for Taqueria Casa Del Sol was reviewed. The background check uncovered the following: Criminal records check showed the applicant had a felony conviction of Assault 2<sup>nd</sup> in 2008, and the applicant failed to disclose this conviction on his application. Chief Gross further stated under “Criteria for Consideration”, the City Council, may determine to make a favorable or unfavorable, conditionally favorable or no recommendation to the Oregon Liquor Control Commission (OLCC). If the City Council made an unfavorable or conditionally favorable recommendation to the OLCC regarding the application for liquor license, the recommendation will be based on a finding that one or more of the eleven conditions exist. In reviewing these conditions, the applicant meets conditions #4 – The applicant would be a poor risk for compliance with liquor laws, as indicated by a felony conviction, which reflects on the applicant’s ability to be a responsible liquor licensee, and #7- The applicant has made an intentional and materially false statement about a matter that reflects on the applicant’s ability to comply with the State’s liquor laws.

Chief Gross further stated based on the background investigation into the OLCC liquor license request, the police department had serious concerns about the applicant. The applicant had made an intentional and materially false statement on the application and had a felony conviction that reflected on the applicant's ability to comply with the State's liquor laws. For these reasons the recommendation to Council was to deny the liquor license application for Taqueria Casa Del Sol.

Mayor Larson asked if the owner Raymundo and Lacey Melo-Santiago were present at the meeting.

Lacey Melo-Santiago was present and chose not to comment.

Councilor Lyons stated the evidence spoke for itself.

Motion for recommendation was denied for the Limited On-Premises Sales License for Taqueria Casa Del Sol, located at 1313 S. Roosevelt Drive; carried unanimously. (Johnson/Phillips)

**COMMENTS – COUNCIL**

Councilor Phillips stated she was so proud of the City of Seaside and was very impressed with the safety of the community during the 4<sup>th</sup> of July and it was incredible to see all the people at the parade.

Councilor Lyons stated there were people in the community that commented it was the best 4<sup>th</sup> of July.

Mayor Larson stated Council thanked Steve and Dana Phillips for the Taffy that was donated for the parade.

Council President Johnson commended roping off Broadway which was great for safety. Next year maybe Columbia could be done the same for safety purposes.

Councilor Lyons thanked the fire department volunteers with helping to hand out flags and Taffy at the 4<sup>th</sup> of July Parade.

Councilor Barber commented the 4<sup>th</sup> of July placed a tremendous burden on the Police Department and Fire Department. Councilor Barber stated he was aware of many events taking place throughout the evening and the men and woman worked late into the night and into the next day. Councilor Barber commended the departments for the hard work that had been done.

Councilor Montero stated on Wednesday, July 3, 2013, the Oregon Crusaders had a concert at Broadway Park which was wonderful. Councilor Montero further stated the fireworks were the best she had ever seen.

Councilor Barber stated the beach was a mess the next day and within three hours the morning of July 5, 2013, the beach was cleaned up. The Beach Buccaneers and volunteers did a great job.

Mayor Larson stated the fire department started at 10:15 am on the 4<sup>th</sup> of July and all afternoon they were always there and upbeat and having fun. There could not be enough said about the fire department with the volunteers which was an unbelievable group.

Councilor Lyons stated there was an order put in at the Seaside High School December, 2012. Jeff Corliss who was the Woods Shop Teacher had three freshman girls make two seals, one for the City Council Podium and the other on the wall in front of the where the City Council sat.

Mayor Larson stated there was an article in the Oregon Coastal Business Journal about the history of the highway and what had come as a result and was an extremely good article. Mayor Larson further stated today was the first bus tour that came to Seaside from the Sacramento area. The people were very happy to see the ocean and Seaside.

**COMMENTS – CITY  
STAFF AND PUBLIC**

Chief Gross stated this was probably one of the most challenging 4<sup>th</sup> of July's that he had seen since coming to Seaside. There were ninety calls between noon and midnight and the police resources were stretched as far as they could be. To make matters worse at 10:30 pm there was a sealed backpack left at the turnaround and with this day and age a backpack cannot just be left unattended and two hours later the Oregon State Police Bomb Squad showed up to take care of the backpack. The police department continued to struggle with a certain segment of visitors that come to Seaside on the 4<sup>th</sup> of July every year with choices to engage in criminal activity and fighting with citizens, visitors, and even among themselves. The police department would continue to look for ways to curb that activity. Chief Gross further stated he wanted to apologize to the new dispatcher Destin Hudek who he asked to attend the meeting to be sworn in and introduced to the City Council.

Mayor Larson stated he observed the area that was taped off for the Firework Free Zone and the police officers were very professional and people seemed to not abuse the area.

Neal Wallace, Public Works Director, stated public works was very busy and did a good job trying to keep up with the trash and the public restrooms. Mr. Wallace further stated that was a very nice dedication to Mark Agalzoff from Larry Kriegshauser for the fireworks this year.

Russ Vandenberg, Convention Center & Visitors Bureau General Manager, stated the convention center was hosting the Spotlight Dance Group this week.

Joey Daniels, Seaside Fire Chief, stated the fire department had the pleasure of having Miss Oregon ride on the Old Mack Truck with the City Council during the 4<sup>th</sup> of July Parade. Chief Daniels further stated the department was very busy on the 4<sup>th</sup> of July and there was a lot of corporation between public works, police, fire, dispatch, and even the lifeguards.

Mayor Larson stated Seaside had many volunteers that helped out with so much.

Esther Moberg, Seaside Library Director, stated there were approximately 230 children, teens, and adults signed up for summer reading. There were statistics taken and approximately 45 children and teens used the library daily.

Laurie Oxley, Seaside Downtown Development Association (SDDA), stated it was so nice to see all the visitors in Seaside.

Mark Winstanley, City Manager, stated the job the Seaside Police Department did on the 4<sup>th</sup> of July was very amazing and there was a great deal of pressure put on the police force. There were police officers in the downtown area that were handling issues from one side to the other all night. The 4<sup>th</sup> of July Fireworks happened in the evening when it was dark which was difficult and the police department did a wonderful job trying to take care of the issues.

ADJOURNMENT

The regular meeting adjourned at 7:22 PM.

---

Kim Jordan, Secretary

---

DON LARSON, MAYOR

## LIQUOR LICENSE APPLICATION

Sadie Jean Mercer  
Seaside Oceanfront Inn, LLC  
581 S. Prom  
Seaside

This business has applied for a Full On-premises Sales Liquor License. This would be for a change of ownership.

**Full On-Premises Sales License – allows the sale of distilled spirits, malt beverages, wine, and cider for consumption at the licensed business. This license also allows private catering if the applicant receives pre-approval from OLCC.**

The Police Department has reviewed the business and applicants applying for the liquor license and the information received is attached.

## Criteria for consideration

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

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

# *Seaside Police Department*

July 15, 2013

## **MEMORANDUM**

**TO:** Mark Winstanley, City Manager

**FROM:** Robert Gross, Chief of Police

**SUBJECT:** Seaside Oceanfront Inn, LLC OLCC Liquor License Application

We have reviewed the liquor application for Seaside Oceanfront Inn, LLC (Maggie's on the Prom), located at 581 S. Prom. This is a change in ownership with a trade name change with "Full On-Premises Sales". Our background check did not find anything that would disqualify the owners from obtaining the requested liquor license.

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

## CITY OF SEASIDE MEMORANDUM

**To:** Mayor & City Council  
**From:** Community Development Department  
**Date:** July 22, 2013  
**Subject:** Draft Outdoor Lighting Ordinance

### Request Summary:

The Seaside Planning Commission has been working on the development of an outdoor lighting ordinance that is intended to cut down on the visible glare caused by unshielded lights. The draft ordinance has undergone a number of changes during the course of development in order to garner support from a majority of the Commissioners.

One version that was not supported would have called for all replacement fixtures to conform to the ordinance; however, the Commission ultimately settled on grandfathering all of the existing installations. They felt that by only regulating the installation of new circuits, the application of the ordinance would be more successful. In this way, we would be acknowledging the existence of non-conforming light installations, but ensuring that additional lighting will meet the standard.

The ordinance **does not** prohibit outdoor lighting. It simply calls for purposefully directing the illumination of outdoor lighting instead of allowing uncontrolled glare where it is not intended. A good example of directional lighting versus non directional can be seen by comparing the lighting at Costco and Home Depot. It is easy to see that the wall pack fixtures at Home Depot diminish your ability to see anything but the glare from the lights, whereas Costco's building can be seen without the competing glare from their lights.

As with any new ordinance, the proposed text can be modified in order to address concerns identified by the Council.

### Recommended City Council Action:

Review the proposed ordinance and consider adoption of new outdoor lighting regulations intended to reduce the glare that can be caused by unshielded lighting.

# CITY OF SEASIDE, OREGON DRAFT OUTDOOR LIGHTING ORDINANCE

## ORDINANCE NO. 2013-05

### AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, ADDING CHAPTER 101 TO THE CODE OF SEASIDE, ESTABLISHING OUTDOOR LIGHTING REGULATION, MAINTENANCE PROVISION, & NUISANCE LIGHTING ABATEMENT PROCEDURES

**WHEREAS**, the city is interested in reducing the visual glare caused by unshielded exterior lighting in Seaside; and

**WHEREAS**, the installation of lighting that is controlled in such a way that it illuminates the subject property and avoids illumination of the surrounding environment is an efficient use of lighting; and

**WHEREAS**, the City of Seaside is interested in establishing "Dark Sky" provisions that will in time make the night sky more visible throughout the city.

**WHEREAS**, lighting that is directed at neighboring residential property can create adverse impacts and it is not specifically recognized as an enumerated nuisance under the current nuisance ordinance, Chapter 96; and

**WHEREAS**, City Council is seeking a way to promote the use of outdoor lighting that will enhance the livability of our community and minimize the impacts exterior lighting can have on surrounding properties or our environment.

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

**SECTION 1.** Amend the Code of Seaside by adding Chapter 101 to read as follows:

#### **CHAPTER 101: OUTDOOR LIGHTING**

##### **101.010 PURPOSE, FINDING, & INTENT.**

The city council finds that the installation of outdoor lighting can cause unwanted impacts within the City of Seaside and adversely affect the value, utility, and habitability of the property within the city as a whole.

The purpose of this supplementary provision is to make the lighting used for residential, commercial, and public areas appropriate to the need and to keep light from shining offsite onto adjacent public rights of way or private properties. Further, it is to encourage, through regulation of type, kinds, construction, installation, and uses of outdoor illuminating devices, lighting practices, and systems to conserve energy without decreasing safety, utility, security, and productivity while enhancing nighttime enjoyment of property within the City

These lighting provisions contained herein are intended to achieve the following:

(A) Develop regulations that will promote the installation of outdoor lighting that will enhance the livability of our community and minimize the impacts exterior lighting can have on surrounding properties or our environment; and

(B) Establish guidelines for the installation of lighting that is controlled in such a way that it illuminates the subject property and avoids the inefficient illumination of the surrounding environment; and

(C) Supplement city Nuisance Ordinance Chapter 96 and further define lighting classified as a public nuisances.

#### **101.020 REQUIREMENTS FOR INSTALLATION.**

Except as exempted by provisions of this ordinance, as of the date of adoption; the installation of outdoor lighting fixtures shall be subject to the shielding & glare elimination provisions of this ordinance. Outdoor lighting installed on or adjacent to residentially developed property must not be more than 20 feet above the ground level immediately below the fixture.

#### **101.030 SHIELDING & GLARE ELIMINATION**

All nonexempt outdoor lighting fixtures shall have translucent covers that eliminate glare or directed shielding so as to prevent direct light from the fixture to shine beyond the property limits where the fixture is installed. This means that a person standing at the adjacent property line would not see the light emitting source (See Figure 1).

#### **101.040 PROHIBITIONS.**

(A). Laser Source Light. The use of laser source light or any similar high intensity light when projected beyond property lines is prohibited.

(B). Searchlights. The operation of searchlights for purposes other than public safety or emergencies is prohibited.

#### **101.050 EXEMPTIONS.**

(A) Outdoor light fixtures lawfully installed prior to the effective date of this ordinance are exempt from all such requirements except as follows:

(1) A light fixture directed onto a neighboring property such that the glare is declared a nuisance in accordance with City Ordinance 96.23 (B).

(B) Site lighting along the common property lines of non-residentially developed property where continuous illumination is intended. Likewise, lighting along the common property lines of all parking lots where continuous illumination is desired.

(C) Airport operations lighting and aircraft navigational beacons as established by the Federal Aviation Administration (FAA) are exempt from these provisions. All other airport outdoor lighting must conform to this ordinance.

(D) Tower or antenna safety lighting required by FAA.

(E) Lights of less than 15 watts used for holiday decorations for no more than 45 days are exempt from the requirements of this ordinance.

(F) Carnivals, Fairs, or other special events that require the use of temporary outdoor lighting fixtures are exempt except that permanent installations at dedicated sites must conform to the requirements of this ordinance.

(G) Lighting for U.S. flags intended to be properly displayed at night.

(H) Temporary exemptions to the requirements of this ordinance for up to five days per calendar year.

(I) Construction lighting necessary for an allowed use are exempt except that permanent installations at dedicated sites must conform to the requirements of this ordinance.

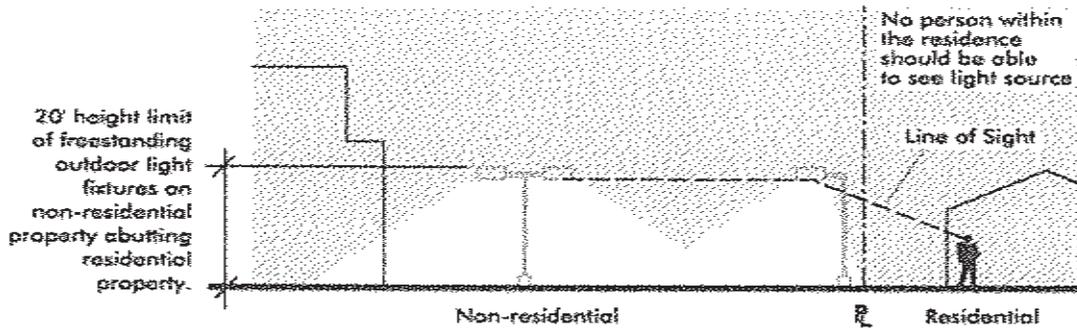
(J) Lights installed on public property or in the public right of way; however, all lighting must aspire to use dark sky compliant fixtures and use recessed lighting elements or indirect light sources wherever practical.

(K). Individual light fixtures with lamps of less than 450 lumens. *The acceptability and shielding restrictions applicable to a particular lamp are decided by its initial lumen output, not wattage; check manufacturer's specifications.*

*Examples of lamp types of 450 lumens and less are:*

- *40 Watt Standard Incandescent*
- *11 Watt Cool White Fluorescent*
- *11 Watt Compact Fluorescent*
- *8 Watt High efficacy LED accent light*

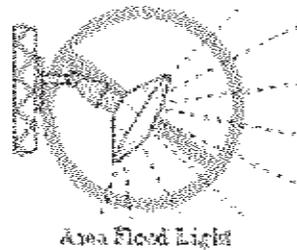
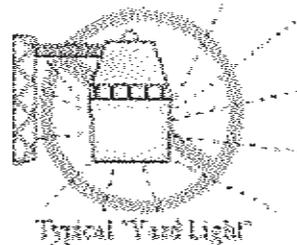
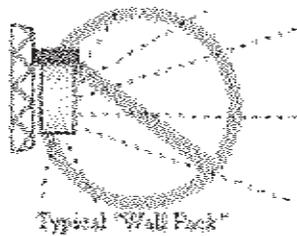
**Figure 1**  
**Shielding Provisions for Outdoor Lighting**



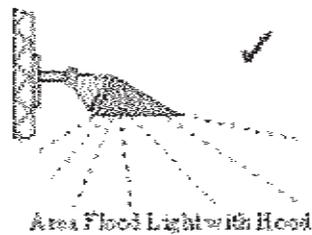
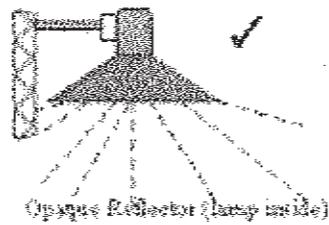
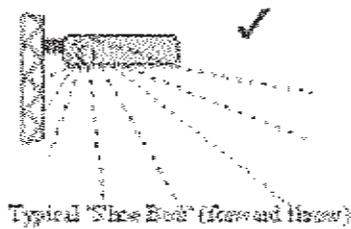
**Figure 2**  
**Examples of Acceptable Outdoor Lighting Fixtures**

**COMMON LIGHTING FIXTURES**

**NON COMPLIANT**



**GOOD**



# Memorandum

To: Mayor and City Council  
From: Trish Downey, Human Resources  
Date: 7/17/2013  
Re: City Manager, Mark Winstanley's Employee Contract

---

Mr. Winstanley is proposing to amend his current contract with the following changes:

**SECTION III. E.** All provisions of the City Charter and Personnel Policy and regulations and rules of City relating to ~~vacation, sick leave, retirement system contributions, holidays, administrative leave and other fringe benefits and working conditions as they now exist or hereinafter may be amended, also shall apply to Winstanley as they would to other employees of the city in addition said benefits enumerated specifically for the benefits of Winstanley, except as herein provided.~~ Vacation accrual shall be 12 hours per month down from the current 16.67 per month, and he shall receive all holidays except annual floaters. Maximum vacation accrual is 300 hours

**SECTION IV. E.** ~~Vacation time shall be credited pursuant to existing City policy.~~ It is understood the City generally supports a policy of providing a period of rest and relaxation away from work with pay. Accordingly, Winstanley is encouraged to schedule vacation time each year and use all vested vacation benefits. At the conclusion of employment with the City, the City will compensate Winstanley for accrued vacation up to a maximum of ~~500~~ 700 hours accrued vacation time.

Mr. Winstanley is requesting a one-time cash out of 300 hours of vacation accrual.

**CITY MANAGER  
EMPLOYMENT AGREEMENT**

This Agreement is made and entered into on this 1 day of July, 2007, by and between the CITY OF SEASIDE, Oregon, an Oregon municipal Corporation, hereinafter referred to as "City", and MARK J. WINSTANLEY, hereinafter referred to as "Winstanley", both of whom agree and understand as follows:

**SECTION I  
RECITALS**

**WHEREAS**, City desires to employ the services of Winstanley as City Manager for the City of Seaside as provided by the Charter of the City of Seaside and to oversee operations of the city under the general supervision of the City Council; and,

**WHEREAS**, Winstanley is desirous of serving as the City Manager and to perform all duties required by the office; and,

**WHEREAS**, it is the desire of the Seaside City Council, hereinafter referred to as "City Council" to provide certain benefits, establish certain standards and conditions of employment and to set working conditions of City Manager; and,

**WHEREAS**, it is the desire of the City Council to (1) secure and retain the services of Winstanley and to provide inducement for him to remain in such employment; (2) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Winstanley; and, (3) to provide a just means for terminating Winstanley's services at such time as he may be unable to fully discharge his duties or when the City may desire to otherwise terminate his employment.

**WHEREAS**, the City Council and Winstanley believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operations of the City; and,

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the City and Winstanley agree as follows:

**SECTION II  
DUTIES**

- A. City hereby agrees to employ Winstanley as City Manager of the City of Seaside to perform the functions and duties specified in the Charter, Ordinances, and Resolutions of the City, and as required by state and federal law and to perform other legally permissible and proper duties and functions as the City Council may from time to time request.

- B. The authority of Winstanley, consistent with state law, City Charter or ordinances and resolutions shall include, but not be limited to the following: the overall management, administration and direction of City operations; the hiring, disciplining and firing of City employees; the negotiation, execution and administration of City contracts within budget appropriations pursuant to City policy and ordinance; policy advice to elected officials and open communication with the community so as to foster responsive and courteous service.

### SECTION III TERMS OF EMPLOYMENT

- A. Winstanley's term of employment is indefinite, as prescribed by current state law subject to the conditions contained herein, but shall become effective July 1, 2007;
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate the services of Winstanley at any time; subject only to the provisions set forth in Section VII of this Agreement.
- C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Winstanley to resign at any time from his position with the City; subject only to the provisions set forth in Section VII of this Agreement.
- D. Other Terms and Conditions of employment may be determined by the City, relating to the duties and performance of Winstanley provided that such terms and conditions are not inconsistent with the provisions of this Agreement, the City Charter or any other law.
- E. All provisions of the City Charter and Personnel Policy and regulations and rules of City relating to vacation, sick, leave, retirement system contributions, holidays, administrative leave and other fringe benefits and working conditions as they now exist or hereinafter may be amended, also shall apply to Winstanley as they would to other employees of the city in addition said benefits enumerated specifically for the benefits of Winstanley, except as herein provided.

### SECTION IV COMPENSATION

For services rendered as City Manager, the City Council agrees to compensate Winstanley in the following manner:

- A. Salary. City agrees to pay Winstanley, for his services rendered pursuant herein at an annual base salary of \$91,812.00, commencing July 1, 2007, payable in installments at the same time and in the same manner as employees of the city are paid. This salary will be adjusted each July by the December Portland CPI Urban Price Index.

The City Council and Winstanley shall annually evaluate the salary of the City Manager. Any additional increase to Winstanley's salary shall occur based on mutual agreement.

**Note: In 2005 Mr. Winstanley requested that in lieu of a cost of living increase of 3.2% the dollars be used to give a bonus to two non-represented employees of his choosing, and that bonus would become part of their base salary. In the event a department head leaves the City, Mr. Winstanley would have the option to give that bonus to a different non-represented employee of his choosing.**

- B. Use of Automobile. In lieu of providing an auto for Winstanley's exclusive use and be responsible for its operation maintenance, repair and regular replacement, Winstanley shall provide his own vehicle. Travel outside of the city will be reimbursed at the current IRS rate. City shall be named insured on Winstanley's automobile insurance policy in an amount not less than the Oregon Tort Claim limits. The City agrees to reimburse the cost associated with insurance in excess of \$300,000.00.
- C. Dues and Subscriptions. City agrees to budget and pay for job related professional memberships, dues and subscriptions of Winstanley necessary for his continuation and full participation in state (OCCMA) and national (ICMA) professional associations or organizations desirable for his continued professional participation, growth, and advancement, competency, and for the good of the City.
- D. Professional Development. City agrees to budget and pay reasonable travel and subsistence expenses of Winstanley for job related professional and official travel, meetings and occasions adequate to continue the professional development of Winstanley and to adequately pursue necessary official and other functions of the City, including, but not limited to, the League of Oregon Cities, and one OCCMA regional or state conference and local governmental groups and committees thereof which Winstanley serves as a member. Such participation may be discussed, if desired by the City Council, under Section VI herein. City also agrees to budget and to pay for reasonable travel and subsistence expenses of Winstanley for short courses, institutes and seminars that are necessary for his professional development and for the good of the City.
- E. Vacation. Vacation time shall be credited pursuant to existing City policy. It is understood the City generally supports a policy of providing a period of rest and relaxation away from work with pay. Accordingly, Winstanley is encouraged to schedule vacation time each year and use all vested vacation benefits. At the conclusion of employment with the City, the City will compensate Winstanley for accrued vacation up to a maximum of 500 hours accrued vacation time.
- F. Sick Leave. Sick leave which shall accrue at the rate in effect under standard City policy.

- G. Insurance Benefits. City agrees to provide Winstanley with full insurance benefits (health, dental, life, etc.) under the same plans and programs as other management personnel. Winstanley may choose, at his sole discretion, to accept lesser compensation and/or lesser benefits than other management personnel.
- H. Retirement Plan. City agrees to contribute to the City's Public Safety Retirement Plan the same percentage of Winstanley's base salary as provided to other management personnel.
- I. Deferred Compensation. City agrees to execute any agreements reasonably necessary to allow Winstanley to defer payment of compensation in accordance with the deferred compensation program provided by the City.
- J. Overtime. It is recognized and expected that the City Manager must devote time outside the normal office hours to business of the City, and Winstanley will not receive additional overtime pay or other compensation.

#### SECTION V CONDUCT

City Council's expectations are that the City Manager will aspire to the following ethical principles:

- A. Winstanley shall affirm the dignity and worth of the services rendered by City and maintain a constructive, creative and practical attitude toward its affairs and a deep sense of social responsibility as its most trusted public servant.
- B. Winstanley shall be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that he may merit the respect and confidence of the elected officials, of other officials, employees and the public.
- C. Winstanley shall recognize that the chief function of the City is to serve the best interests of all the people.
- D. Winstanley shall submit policy proposals to appropriate elected City officials provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals and uphold and implement City policies, adopted by the City Council.
- E. Winstanley shall recognize that the City Council is entitled to the credit for the establishment of municipal policies; responsibility for policy execution rests with the City Manager.
- F. Winstanley shall refrain from participation in City elections and from all partisan political activities which would impair performance as City Manager.

- G. Winstanley shall make it a duty continually to improve his professional ability and to develop the competence of all City employees in the use of modern public administration practices.
- H. Winstanley shall keep the community and City Council informed on municipal affairs, encourage communication between the citizens and all municipal officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of the City's service to the public.
- I. Winstanley shall handle all matters of personnel on the basis of merit so that fairness and impartiality govern the City Manager's decisions pertaining to appointments, pay adjustments, promotions, and discipline.
- J. Winstanley shall seek no favor; recognizing that personal aggrandizement or profit secured by confidential information or by misuse of public time is contrary to law.

**SECTION VI  
PERFORMANCE EVALUATION**

- A. The City Council shall review and evaluate the performance of the City Manager in December of each year in executive session, unless Winstanley requests an open hearing.
- B. The review and evaluation shall be in accordance with specific criteria mutually developed by the parties. Criteria may be added to or deleted from as maybe determined from time to time.
- C. The City Council shall fix any such terms and conditions of employment as it may determine from time to time, relating to the performance of Winstanley, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter and any other law.
- D. The Mayor shall provide the City Manager with a summary written statement of the findings of the City Council and provide an adequate opportunity for the City Manager to discuss his evaluation with the City Council.

**SECTION VII  
TERMINATION CONDITIONS AND PAY**

Either party may terminate this Agreement in the following manner:

- A. This Agreement may be terminated by either the City or Winstanley for any reason whatsoever upon the giving of thirty (30) days written notice to the other party.

- B. During the notice period, however, Winstanley shall serve as the City Manager full-time at a satisfactory level of service to the Council.
- C. In addition, the City shall be permitted to give written notice to Winstanley and immediately suspend Winstanley with pay.
- D. In the event Winstanley is terminated for cause this Agreement shall not be deemed to construe any waiver of rights or remedies available to Winstanley. This Agreement may be immediately terminated by City in writing for Cause at the sole discretion of the City, if Winstanley is determined to be unfit for the position pursuant to Federal, State, or City rules and regulations.
- E. Winstanley may also be terminated without notice and without further obligation of the City to pay Winstanley's salary if: (1) Winstanley shall have been charged with any criminal conduct; or, (2) upon the expressed finding by the City Council that there are reasonable grounds to believe that Winstanley has engaged in conduct which would be a crime or offense under any criminal law; or (3) Winstanley has created civil liability for the City for conduct not authorized or ratified by the City Council. If in the event the City Manager is found innocent of any of the above then City Manager shall be entitled to severance pay as stated in Section VII E of this agreement. Termination shall not occur where Winstanley's conduct comes from the exercise of his best judgment within the scope of his authority and the performance of his duties as City Manager.
- F. In the event Winstanley is involuntarily terminated at will, not for cause, by the City Council or voluntarily resigns following a written request from the City that Winstanley resign, then the City agrees to pay Winstanley an amount equal to 9 months pay. Such payment may be a lump sum cash payment or regular monthly payments, at the option of Winstanley.
- G. In the event the City chooses to reduce the salary or other financial benefits of Winstanley in a greater percentage than that applicable across-the-board for all City employees; or in the event the City refuses, following written notice, to comply with another provision benefiting Winstanley herein, or Winstanley resigns following a suggestion, whether formal or informal by a majority of the City Council that he resign; then, Winstanley at his option may be deemed to be involuntarily terminated at will at the date of such reduction or refusal.

### **SECTION VIII MODIFICATION**

- A. This employment agreement shall constitute the entire agreement between the parties and may only be modified with the written consent of both parties.

- B. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**SECTION IX  
ATTORNEY FEES**

- A. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court, and, in the event of appeal, as set by the appellate courts.

**IN WITNESS WHEREOF, THE CITY OF SEASIDE, OREGON**, has caused this Agreement to be signed and Executed and Winstanley has signed and executed this Agreement both in duplicate, the day and year first above written.

\_\_\_\_\_  
MARK J. WINSTANLEY, Employee

\_\_\_\_\_  
DON LARSON, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
DAN VAN THIEL, City Attorney