

**AGENDA SEASIDE CITY COUNCIL MEETING
MAY 10, 2010 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PROCLAMATION – EMERGENCY MEDICAL SERVICES WEEK
LAW ENFORCEMENT MEMORIAL WEEK
6. COMMENTS – PUBLIC
7. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
8. CONSENT AGENDA
 - a) PAYMENT OF THE BILLS - \$300,467.39
 - b) APPROVAL OF MINUTES – APRIL 26, 2010 REGULAR MINUTES
9. PUBLIC HEARING – ORDINANCE 2010-03 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE COMPREHENSIVE PLAN REFERENCED IN CODE OF SEASIDE ORDINANCE CHAPTER 151 ESTABLISHING CRITERIA FOR EXPANSION OF THE URBAN GROWTH BOUNDARY (UGB) FOR HOSPITALS AND PUBLIC SCHOOLS
 - OPEN PUBLIC HEARING
 - CLOSE PUBLIC HEARING
 - COUNCIL COMMENTS
 - MOTION FOR FIRST READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION FOR SECOND READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
10. UNFINISHED BUSINESS:
 - a) ORDINANCE 2010-01 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, PURSUANT TO ORS 223.112-223.132, SETTING A PUBLIC HEARING, EXTENDING THE TERM OF THE ASSESSMENT DISTRICT FOR ECONOMIC IMPROVEMENT, KNOWN AS THE “DOWNTOWN MAINTENANCE DISTRICT”; REPEALING ORDINANCE NO. 2009-02, AND ALL ORDINANCES IN CONFLICT – THIRD AND FINAL READING
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION FOR THIRD READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ROLL CALL VOTE

11. NEW BUSINESS:

- a) **REPORT – SEASIDE CONVENTION CENTER COMMISSION**
- b) **AGREEMENT – HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PLAN**
- c) **AGREEMENT – CITY OF SEASIDE AUDIT CONTRACT**
- d) **BID PROPOSAL – NORTH HOLLADAY ELECTRICAL PROJECT**
- e) **RESOLUTION #3700 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, EXTENDING SEASIDE’S WORKERS’ COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF SEASIDE**
 - **PUBLIC COMMENTS**
 - **COUNCIL COMMENTS**
 - **MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED**
 - **MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED**

12. COMMENTS FROM THE STUDENT REPRESENTATIVE

13. COMMENTS FROM THE COUNCIL

14. COMMENTS FROM THE CITY STAFF

15. ADJOURNMENT

Complete copies of the Current Council meeting Agenda Packets can be viewed at: *Seaside Public Library and Seaside City Hall.*

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.

- 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 Tim Tolan, Councilors Stubby Lyons, Don Johnson, Larry Haller, and Jay Barber.
- Absent: Councilor Dave Moore
- Also Present: Mark Winstanley, City Manager; Dan Van Thiel, City Attorney; Bob Mitchell, Building Official; Dale Kamrath, Seaside Fire Chief; Max Milander, Seaside High School Representative; Jeremy Ruark, Seaside Signal; Jeff Nelson, KAst; Rebecca Herren, The Coast Times; and Nancy McCarthy, Daily Astorian.
- AGENDA** Motion to approve the April 26, 2010, agenda; carried unanimously. (Lyons/Johnson)
- PROCLAMATION** Councilor Lyons read a Proclamation on Silver Star Banner Day.
- Councilor Lyons stated he had a picture from the Life Magazine, July 19, 1943, and the caption was America's Fly Girls, World War II forgotten Air force. There were 1,074 women that went to war for the United States of America and they were training pilots to fight in the war with varying aircraft like bombers, fighters planes, trainers, from base to base over sixty million miles. There were seven of the ladies still living that were in the state of Oregon and twenty-five miles from Seaside in Manzanita was the youngest lady names Shirley Wunsch and Councilor Lyons had the opportunity to speak to Ms. Wunsch. The Elks and American Legion were coordinating a Memorial Day Service at the Elks Lodge and Ms. Wunsch would attend the Memorial Day Presentation. The ladies were called Women Air force Service Pilots (WASP) and there were approximately five to six hundred that were still alive and traveled to Washington DC to be awarded the Congressional Gold Medal which was the highest civilian award in the United States.
- COMMENTS – PUBLIC** Tim Mancill, 755 N. Wahanna, Seaside, stated he had a lawn maintenance business and worked all over town taking care of second homes and vacation rentals. Recently there was a rental on Ocean Vista and five of the vehicles were parked at the residence in the driveway and the other two vehicles were parked at the vacation rental Mr. Mancill took care of. Mr. Mancill did report the problem to the Planning Department. Mr. Mancill further stated another concern he had was with several properties in the City that he took care of but the neighbors did not take care of their properties and the grass, blackberries, brush, and weeds would end up growing on the properties he took care of because of the neglect of the other properties.
- Mayor Larson asked Mr. Mancill to fill out a citizen's complaint form so the problems could be taken care of.
- Merlin Humpal, 2481 Oregon Avenue, Seaside, thanked Councilor Lyons for all of his efforts with the Veterans affairs. Mr. Humpal further asked if the Police Levy was a continuation or the first one to come out.
- Mark Winstanley, City Manager, stated there was not a levy in place right now even though the City did have a Police Levy in the past.
- Mr. Humpal stated since there was an increase in the expense of police because of the population of various affairs a portion of the room tax should be set aside for the Police Department. Mr. Humpal asked if the levy were approved would all the money go to the Police.
- Mr. Winstanley stated when voters approved a levy for a particular purpose the dollars were dedicated for that purpose and the City was audited on those issues.
- Mr. Humpal stated he was not pleased to see the remarks that expenses had went up and the money was needed for that purpose. Mr. Humpal was not sold on the idea that a police car would be maxed out on 80,000 to 100,000 miles and maybe a better mechanic needed to be hired. The trucking industry ran trucks for millions of miles and they were safe.
- Angela Fairless, 846 10th Avenue, Seaside, stated she appreciated the public comments were moved to the beginning of the agenda, and also that the Seaside website looked great. Ms. Fairless further stated she had attended the meeting to invite Council and the public to a public forum she was hosting on behalf of the organization Oregon Green Free for Medical Marijuana in Oregon. There would be a panel of various speakers at the forum on May 8, 2010, 3:00 to 5:00 pm, at the Bob Chisholm Community Center. Ms. Fairless further stated there was also an event hosted by Mothers against Misuse and Abuse (MAMA) on Thursday, May 6, 2010, 10:00 am, at the Astoria Public Library.
- 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 \$267,889.65; and approve the April 12, 2010, minutes; carried unanimously. (Lyons/Johnson)

PUBLIC HEARING-- This was the duly advertised time and place to hold a public hearing regarding an Ordinance extending the term of the Assessment District for Economic Improvement known as the "Downtown Maintenance District."

Mark Winstanley, City Manager, explained the City needed to address the ordinance on an annual basis which established the fees for the Downtown Maintenance District. The ordinance was prepared each year and last year there were no fee increases to the Ordinance. This year there was a rate increase to 5.8% due to the fact that the Downtown Maintenance Landscape contractor and Downtown Litter Removal contractor both had contracts that were renewed and the contract price had increased.

ORDINANCE #2010-01 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE, OREGON, PURSUANT TO ORS 223.112 – 223.132, SETTING A PUBLIC HEARING EXTENDING THE TERM OF THE ASSESSMENT DISTRICT FOR ECONOMIC IMPROVEMENT, KNOWN AS THE "DOWNTOWN MAINTENANCE DISTRICT"; REPEALING ORDINANCE NO. 2009-02, AND ALL ORDINANCES IN CONFLICT.

Mayor Larson opened the public hearing.

Dennis Brodigan, 810 6th Avenue, stated he was the exalted ruler for the Seaside Elks Lodge 1748, and the four hundred eight members had concerns about the cost to the Elks Lodge for the Downtown Maintenance District this year. The Elks Lodge was a recognized as a 501C3 Charitable Organization by the State and Federal Government and was exempt from property tax, and members of the local lodge and the State Elks Association saw the cost as an attempt to place a property tax on the charitable organization. Mr. Brodigan further stated the profited businesses under the ordinance paid less tax then the Elks non-profit organization. The Broadway garden area and litter problem were much more then Avenue 'A' simply because of the volume of people and as a result the Elks was subsidizing the Broadway Businesses since the cost was nearly \$2,200.00 for fifteen square feet of planted area. The Seaside Elks were not generating an income and paying the Downtown Maintenance District Tax would mean that \$2,200.00 would not go towards local scholarships, food basket program, Veterans Affairs, and many more charities of the Seaside Elks. Mr. Brodigan further stated the Elks Organization relied heavily on volunteers and there could be an option to maintain the frontage area's with volunteers. The Seaside Elks Lodge membership formally objects to the proposal and ask that the Ordinance be set aside until a later date. Mr. Brodigan further stated the amount of the assessment was too much money for a lodge and money the lodge had not budgeted for.

There were no more public comments and the Mayor closed the public hearing.

Mr. Winstanley stated the Downtown Maintenance District Ordinance had been in existence since 1983 and the Elks Lodge had been assessed the fees since that time. The assessment on the lodge was not new and he was not arguing with Mr. Brodigan about the good things the Elks do for Seaside.

Mayor Larson stated Mr. Brodigan did mention the gardens and the ordinance also covered the cleaning of the sidewalks and curbs.

Mayor Larson asked for Council comments and there were no comments.

Motion to place Ordinance 2010-01 on its first reading by title only; carried unanimously. (Haller/Tolan)

Motion to place Ordinance 2010-01 on its second reading by title only; carried unanimously. (Haller/Tolan)

ORDINANCE #2010-02 AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 150 AND 159 OF THE SEASIDE CODE OF ORDINANCES REGARDING BUILDING REGULATIONS AND ABATEMENT OF DANGEROUS BUILDINGS

Mayor Larson asked for public comments, there were no public comments.

Mayor Larson asked for Council comments, there were no Council comments.

Motion to place Ordinance 2010-02 on its third reading by title only; carried unanimously. (Tolan/Lyons)

Motion to adopt Ordinance 2010-02; carried with the following roll call vote: (Tolan/Johnson)

YEAS: TOLAN, LARSON, HALLER, LYONS, JOHNSON, BARBER
NAYS: NONE
ABSENT: MOORE
ABSTAIN: NONE

LIQUOR LICENSE

Council considered an application for a liquor license for the Tsunami Sandwich Company, at 11 Broadway Street. The applicant was applying for a Limited On-Premise Sales License and Off-Premise Sales License, which would be for a new business.

Motion to approve a Limited On-Premise Sales License and Off-Premise Sales License for the Tsunami Sandwich Company, at 11 Broadway Street; carried unanimously. (Barber/Lyons)

ANNUAL REPORT –
CEDR PERFORMANCE
UPDATE

Rick Gardner, Clatsop Economic Development Resources Executive, stated the Clatsop Economic Development Resources (CEDR) was initiated in July 2008, as a county-wide economic development organization and would expire July 2010. Funding was committed based on a two year pilot program with specific deliverable identified. The purpose of CEDR was to decide whether performance justified continued funding and to seek feedback on future areas of focus. Mr. Gardner further stated the mission of CEDR was to deliver a business-driven economic development services to create, grow, and retain Clatsop County businesses. Mr. Gardner further stated the accomplishments of CEDR were to lead delivery of economic development services by bringing together multi-organizations efforts. CEDR was formed with sponsorship of Clatsop County, all five municipalities, Port of Astoria, Clatsop Community College, Small Business Development Center Network, and Private industry. There were twenty-five board members who met semi-annually and eleven executive committee members who met monthly. There was a full time director and part time business counselor with the main office established in Seaside and a satellite facility in Astoria. CEDR successfully demonstrated the ability to work effectively across organizations and across the County. Mr. Gardner stated the goal of CEDR was to expand, create, and retain businesses in Clatsop County. There was business counseling provided free, confidential, to small businesses and entrepreneurs; access to financing making it easier for businesses to access capital; workforce acquisition and training; specialized services, bringing expertise into the region to help local businesses which provided Business 101 Seminars to help small businesses; established QuickBooks training quarterly through Clatsop Community College; lean manufacturing with a expertise recruited from Portland to help local manufacturers; Community Collaboration by working with Shorebank Enterprise Cascadia, Clatsop Community College, and Oregon State University service on innovative collaboration to retain the Seafood Consumer Center. Mr. Gardner further stated the goal was to increase per capita income, diversify the economy, and promote economic growth through year round family wage jobs by advocating the need for economic diversification via news articles and public speaking; keeping existing businesses and working with key industries to support healthy businesses and retain high wage jobs; identifying target industries that were advantaged by the region Mr. Gardner further stated the Economic Diversification overview was to make a commitment to visit twenty of the highest potential businesses and identify immediate opportunities and to work to keep existing industries in the area and focus on high leverage businesses. Mr. Gardner further stated the goal was to increase per capita income, diversify the economy, promote economic growth through year round family wage jobs by identifying and promoting available lands and building; work with Clatsop County on a plan to re-invest enterprise zone funds to support economic development in East County; work to establish a low cost business recruitment strategy and process that specifically targets living wage businesses that are advantaged by the regions assets. Mr. Gardner further stated the CEDR two year pilot program was expiring and there was a decision required to continue funding; CEDR was on track to meet or exceed most commitments; jurisdiction specific information. Mr. Gardner further stated CEDR was requesting the support and continued funding at the same level and to seek feedback on future areas of focus.

Max Milander, Student Council Representative, stated Seaside Providence Hospital was under the category of Economic Diversification and he was not aware the hospital was in financial trouble.

Mr. Gardner stated that conclusion should not be drawn from the update because not one of the businesses in the information packet were in trouble financially and CEDR was speaking with the businesses to find out if there was anything that would help make the businesses more successful than what they already were.

Jeremy Ruark, Seaside Signal Editor, asked if the \$400,000.00 available to be reinvested was dedicated for a specific use.

Mr. Gardner stated by statute there were certain limitations in terms of helping with employment, and economic development flavor and the money should be used near the area and by the people that worked in the area.

Mr. Ruark asked if the money could be used for locating a new jail.

Mr. Gardner stated a jail would not qualify but the money could be used for scholarships towards a wide variety of items.

Councilor Johnson asked Mr. Milander if Seaside High School still had the Culinary School.

Mr. Milander stated Seaside High School still had the Culinary Arts School and were fortunate to have Ms. Wickersham to help out with the school.

Councilor Johnson stated the money could be used to teach the students about being chefs and taking classes.

Councilor Barber asked if the request for further funding would be considered in the budget at the budget meeting.

Mr. Winstanley stated the first budget committee meeting was May 3, 2010, and there would be a series of meetings where the committee would be reviewing the funds that were distributed to CEDR and whether the support was to be continued.

**UPDATE – SEASIDE
FIRE DEPARTMENT**

Dale Kamrath, Seaside Fire Chief, stated he distributed an annual report for the Seaside Fire Department that contained a great amount of detail and would summarize the annual report for Council. Chief Kamrath further stated there was an all time record set for activity in 2009 with 958 events compared to 838 events in 2008; fire value loss for 2009 was \$279,600.00 with the potential value involved at \$8,030,000.00 and in 2008 there was a value loss of \$1,513,330.00 with the potential value involved at \$11,926,000.00 (because of the Outlet Mall incident); Mutual Aid was interesting with the Seaside Fire Department helping out Cannon Beach, Gearhart, Hamlet, Warrenton and Astoria. The mutual aid received was when Seaside Fire Department received aid from the other departments. Seaside gave Mutual Aid to other departments 24 times in 2009 with a total amount of 334 firefighters responding to the incidents, and mutual aid to other departments was given 10 times in 2008 with a total amount of 157 firefighters responding, Mutual Aid was received from other departments 21 times in 2009 with a total amount of 64 firefighters responding and was received 15 times in 2008 with a total amount of 67 firefighters responding; Leading Volunteer Commitments in 2009 was 881 alarms with one volunteer or individual who had responded to at least 560 of the calls where in 2008 there were 787 alarms with one volunteer or individual responding to 495 of the calls, 49 drills in 2009 with one volunteer or individual attending 40 of the drills and in 2008 there were 42 drills with one volunteer or individual attending 39 of the drills, 28 meetings in 2009 with one volunteer or individual attending 20 of the meetings. There were very active volunteers giving a lot of their time to the Seaside Fire Department and community.

Councilor Barber asked how many full time Seaside Fire Department personnel the City had and how many volunteers.

Chief Kamrath stated there were three full time personnel and one part time secretary and forty-one volunteers.

Mayor Larson asked Chief Kamrath to thank the entire department for all the service they gave to the community.

**VACANCY –
CITY TREE BOARD**

Mayor Larson stated there was one vacancy on the City Tree Board with one term expiration from Neal Wallace who was the City Representative for the City Tree Board.

Motion to reappoint Neal Wallace to the City Tree Board; carried unanimously. (Haller/Barber)

Term Expiration for Neal Wallace would be June 30, 2013.

**VACANCY –
AIRPORT COMMITTEE**

Mayor Larson stated there were two vacancies on the Airport Committee and two term expirations from Wally Hamer and Tracy MacDonald, who wish to be reappointed.

Motion to reappoint Wally Hamer and Tracy MacDonald for the Airport Committee; carried unanimously. (Haller/Lyons)

Term Expiration for Wally Hamer and Tracy MacDonald would be June 30, 2013.

**COMMENTS - STUDENT
REPRESENTATIVE**

Max Milander, Seaside Student Representative, stated Seaside High School recently celebrated Earth Day and the students spruced up the campus by cleaning up the trash and planting flowers. Mr. Milander further stated there were National Honor Society members who delivered phone books around the community to raise money and some of the money left over would go towards a non profit organization called the Thirst Project who provided communities in Africa with wells that provided water for third world countries.

COMMENTS – COUNCIL

Council President Tolan wished Councilor Johnson and Councilor Haller Happy Birthday.

Councilor Barber stated he was one hundred percent in support of the Seaside Police Levy, and further stated this was an excellent return to increase and sustain the level of safety in the community. Councilor Barber encouraged the community to give the levy careful consideration.

Mayor Larson stated he visited the Seaside Police Department and was amazed at how much the police do for the residents and City of Seaside.

Councilor Haller stated he turned seventy-six on Sunday, April 25, 2010.

Mayor Larson stated Council had a workshop scheduled for Wednesday, April 28, 2010, at 3:00 pm, to discuss street standards.

COMMENTS – STAFF

Mr. Winstanley stated the City would be testing the Emergency Public Address System Wednesday, April 28, 2010, at approximately 10:00 am. The test would be an audio test from the Tsunami warning system. Mr. Winstanley further stated there would be a City Council/Planning Commission workshop on Thursday, May 13, 2010, at 5:30 pm. The discussion at the workshop would be the Transportation System Plan (TSP). Mr. Winstanley further stated there was a Budget Committee meeting scheduled for Monday, May 3, 2010, at 7:00 pm, and an Urban Renewal Agency Budget Committee meeting was scheduled for Wednesday, May 5, 2010, 6:30 pm.

ADJOURNMENT

The regular meeting adjourned at 8:03 PM.

Kim Jordan, Secretary

DON LARSON, MAYOR

CITY OF SEASIDE MEMORANDUM

To: Mayor & City Council

From: Planning Director, Kevin Cupples

Date: May 10, 2010

Applicants: Providence Health Services-Oregon
1235 NE 47th Avenue #160
Portland, OR 97213

Representative: Michael C. Robinson, Perkins Coie
1120 NW Couch Street, Tenth Floor
Portland, OR 97209

Subject: 09-053ACP- Comprehensive Plan Amendment revising
the approval criteria for expansion of the City's UGB for
specific uses

Request Summary:

The applicant is requesting a comprehensive plan amendment that will revise the City of Seaside Comprehensive Plan's approval criteria for expansion of the City's Urban Growth Boundary (UGB). The proposed criteria would apply to any proposed expansion necessary to accommodate hospitals and public schools. The need to establish unique criteria for these particular uses is explained in the applicant's submitted justification document (see attached). Basically, when the need for additional land is documented for these uses, the City would only consider lands that meet certain characteristics such as: adjacency to the city limits, size, topography, access, soil & geologic stability, elevation above tsunami inundation, and utility service capability.

It is important to point out the applicant is not presently proposing any expansion of the current UGB. The proposed amendment will simply make any future UGB expansion process easier by eliminating some lands for consideration at the beginning of the process instead of at the end of an arduous evaluation. Staff considers this analogous to a family of five eliminating two, three and four passenger cars from their list of potential purchases before they start shopping for a family car. The proposed amendment will avoid needlessly evaluating lands that will not meet pre-established requirements for the specified uses.

In accordance with the Comprehensive Plan, the City Council can make a final decision on the proposed text amendment after holding a public hearing and considering the recommendation made by the Seaside Planning Commission.

Public Hearing Testimony Summary:

The Planning Commission conducted an initial public hearing to obtain input concerning the proposed text amendment on April 20, 2010. Testimony in favor of the proposed request was offered by the applicant. There were no comments in opposition to the proposal; however, there was a minor change to the text suggested by staff. The applicant did not object to the suggested change.

Planning Commission Recommendation:

After closing the public hearing and discussing the proposed text amendment, the Commissioners recommended the City Council approve the request based on the adopted information in their final recommendation (attached).

Final Recommended City Council Action:

The following recommendation is based on the assumption that the public hearing did not reveal any well substantiated reason to consider modifying the proposed text.

Approve Comprehensive Plan Text Amendment 09-053ACP based on the Commission's recommendation and make a motion that Ordinance No. 2010-03 (attached) be read "*by title only*." This ordinance is the document that will formally recognize the Council's approval of the request and authorize the change to the Comprehensive Plan. This decision is supported by the record and the Planning Commission's recommendation referenced in the ordinance.

Following the first reading, a motion for a second reading "*by title only*" will be needed. The third and final reading "*by title only*" and final adoption will be scheduled for the next council meeting on May 24, 2010.

Attachments:

- Ordinance No. 2010-03
- Planning Commission's Recommendation
- Applicant's Amended Submittal
- OAR 660-024-0060
- Applicant's Response to DLCD 3/1/10
- DLCD Correspondence 2/5/10
- Applicant's Correspondence 1/20/10
- Applicant's Correspondence 1/19/10

ORDINANCE NO. 2010-03

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE COMPREHENSIVE PLAN REFERENCED IN CODE OF SEASIDE ORDINANCE CHAPTER 151 ESTABLISHING CRITERIA FOR EXPANSION OF THE URBAN GROWTH BOUNDARY (UGB) FOR HOSPITALS AND PUBLIC SCHOOLS.

WHEREAS, the Planning Commission conducted a public hearing regarding a proposed Comprehensive Plan text amendment that would establish criteria applicable to any proposed urban growth boundary (UGB) expansion necessary to accommodate hospitals and public schools; and

WHEREAS, after careful consideration the Planning Commission recommended the City Council approve the text amendment based on the applicant's submittal, the staff report, public testimony, findings, justification, and conclusions that support the proposed amendment; and

WHEREAS, the City Council reviewed the Commission's recommendation on Comprehensive Plan text amendment 09-053ACP and conducted a public hearing on the proposed amendment during their meeting on May 10, 2010, and

WHEREAS, after careful consideration the Council approved the request based on a determination the proposed text amendment was justifiable, consistent with the provisions in the City's Comprehensive Plan, and maintained the Plan's compliance with Statewide Planning Goals.

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

SECTION 1. Amend City of Seaside Comprehensive Plan Section 14.1 URBAN GROWTH POLICIES referenced in Code of Ordinance Chapter 151 by adding Subsection 10. as follows:

10. Criteria for Expansion of City of Seaside Urban Growth Boundary for Hospitals and Public Schools:

Pursuant to OAR 660-024-0060(5), the City finds that the following characteristics are necessary for land to be suitable for hospitals and public schools. Pursuant to this administrative rule, the City need not consider sites that do not meet the characteristics listed below when conducting an alternatives analysis in conjunction with a proposed expansion of the City's acknowledged Urban Growth Boundary ("UGB").

- a. Adjacent to Existing City Limits. The proposed UGB expansion area shall be adjacent to the existing city limits.
- b. Size. The developable area of the site shall be sufficient for the proposed public school use and hospital use. The developable acreage cannot be loosely assembled or dispersed; rather, it shall allow for a reasonably consolidated development site.
- c. Topography. The developable area of the site shall be predominantly composed of slopes not greater than 15%, except that roads may exceed this slope but are subject to fire district standards for roads exceeding 15%.

currently estimated to be reasonably safe from the run-up elevation of a tsunami generated by a major Cascadia Subduction Zone earthquake.

- g. Utilities. The site shall be currently served by public and private utilities or shall be capable of being served by public and private utilities.

SECTION 2. The Seaside Planning Commission did hold a public hearing on April 20, 2010, during which the public was given an opportunity to testify in favor and in opposition of the zone change. Following the hearing, the Commission recommended the Seaside City Council approve the proposed Comprehensive Plan text amendment.

SECTION 3. The City Council hereby approves the Comprehensive Plan text amendment (file reference #09-053ACP) based on the adopted information in the Planning Commission's recommendation after consideration of the testimony offered during the Council's public hearing on May 10, 2010.

ADOPTED by the City Council of the City of Seaside on this ____ day of _____, 2010, by the following roll call vote:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

SUBMITTED to and **APPROVED** by the Mayor on this ____ day of _____, 2010.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

ORDINANCE NO. 2010-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE, OREGON, PURSUANT TO ORS 223.112-223.132, SETTING A PUBLIC HEARING, EXTENDING THE TERM OF THE ASSESSMENT DISTRICT FOR ECONOMIC IMPROVEMENT, KNOWN AS THE "DOWNTOWN MAINTENANCE DISTRICT"; REPEALING ORDINANCE NO. 2009-02, AND ALL ORDINANCES IN CONFLICT.

WHEREAS, the current Downtown Maintenance District expires on June 30, 2010; and

WHEREAS, it is in the best interest of the City to extend the term of the District.

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

SECTION 1. PURPOSE. The economic improvement district shall be continued to provide maintenance, upkeep, and litter control of planting areas, seating areas, sidewalks, curbs, and gutters within a designated area known as the "Downtown Maintenance District."

SECTION 2. BOUNDARIES. The Boundaries of the Downtown Maintenance District are described as follows: Broadway from Roosevelt to the Prom; Avenue A from Holladay to the Prom; Columbia Street from Avenue A to Oceanway; Downing Mall from Broadway to Oceanway; Franklin Street from Broadway to Avenue A; First Avenue from Holladay to the Necanicum Bridge; Holladay from 1st Avenue to Avenue A on the West, and from 1st Avenue to Avenue B on the east, including 50' to the south of Avenue A and 50' south of Avenue B. (See Exhibit A attached.)

When the Council considers it necessary to expand the boundaries of the District, each new property owner affected will receive notice stating the time and place of a public hearing at which affected property owners may appear to support or object to the District. Boundary changes will be made by the enactment of an ordinance by the Council.

SECTION 3. COSTS. The cost of the Downtown Maintenance District is estimated to be \$81,002.00 annually. Based on the total assessed linear footage of 10,409.3 feet, the benefited properties within the Downtown Maintenance District will pay \$7.781695 per front foot.

SECTION 4. TERM OF DISTRICT. Assessments will be levied to the benefited property owners for a maximum of one (1) year, starting July 1, 2010, to provide for the Downtown Maintenance District.

SECTION 5. AUDITOR TO FILE PROPOSED ASSESSMENT. The City Auditor shall be required to prepare the proposed assessment for each lot in the District and file it with the Finance Office.

SECTION 6. NOTICE OF AFFECTED PROPERTY OWNERS. Notice shall be mailed to the owner of each lot to be assessed, the notice shall state the amount of the assessment proposed on the property of the owner receiving the notice. The notice shall state the time and place of a public hearing at which time affected property owners may appear to support or object to the proposed assessment. The hearing shall not be held sooner than thirty (30) days after the mailing of the notices. The Council shall consider any objections and may adopt, correct, modify or revise the proposed assessments.

Notice shall be mailed to affected property owners prior to March 26, 2010, announcing the intention of the Council to extend the Downtown Maintenance District and to assess the benefited property for all the cost. A public hearing will be held on Monday, April 26, 2010, at 7:00 PM at City Hall, 989 Broadway, at which time affected property owners may appear to support or object to the proposed extension of the district.

SECTION 7. ASSESSMENTS. If, after the hearing, the Council determines that the Downtown Maintenance District shall be extended, the Council shall determine the amount of the assessment on each lot in the District, and the extension of such assessments.

Assessments will not be made and Downtown Maintenance District will be abolished if written objections are received at the public hearing from owners of property upon which more than thirty-three percent (33%) of the total amount of assessments is to be levied.

SECTION 8. REPEAL. Ordinance No. 2009-02, adopted May 11, 2009, is repealed.

ADOPTED by the City Council of the City of Seaside on this ___ day of _____, 2010, by the following roll call vote:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

SUBMITTED to and **APPROVED** by the Mayor on this ___ day of _____, 2010.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

CITY of SEASIDE

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

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

March 26, 2010

DEAR PROPERTY OWNER,

Enclosed is a proposed Ordinance of the City Council of Seaside, to renew the Downtown Maintenance District, at a linear foot rate of \$7.781695 per front foot for one year. **This is a 5.8% increase over last year.**

A joint effort of City Council, City Staff, and a Committee consisting of downtown merchants established the current program for maintenance of the downtown core area.

Funds generated by this District pay the contractors for litter removal and sweeping the sidewalks, and a separate contract for maintaining the planting areas, including replacement plants.

The City Council will hold a public hearing on this issue at the April 26, 2010, meeting to be held at City Hall, 989 Broadway, at 7:00 PM.

If you have any questions, please call me at (503) 738-5511.

Sincerely,



Mark J. Winstanley
City Manager

MJW:kj
Enclosure

PROPOSED DOWNTOWN MAINTENANCE DISTRICT

Assessment - \$7.781695 /front foot

July-10

LOT	PROPERTY OWNER/ADDRESS	FRONT FOOTAGE	AMOUNT
61021AC			
100	PTL Enterprises Inc. 5809 Jean Rd. Lake Oswego, OR 97035 Acct. 11733	545 Broadway 372.4	2,897.90
401	Gary T.& Jane E. Lorge PO Box 382 Seaside, OR 97138 Acct. 11734	521 Broadway 27.6	214.77
500	Douglas R. Wiese - Trustee 89082 Manion Dr. Warrenton, OR 97146 Acct. 11735	505 Broadway 24.2	188.32
600	Douglas R. Wiese - Trustee 89082 Manion Dr. Warrenton, OR 97146 Acct. 11736	81.0	630.32
700	Douglas R. Wiese - Trustee 89082 Manion Dr. Warrenton, OR 97146 Acct. 11737	505 Broadway 103.0	801.51
800	Terry M/C.L. Lowenberg 3457 Hwy. 101 N Seaside, OR 97138 Acct. 11738	415 Broadway 134.0	1,042.75
900	Terry M/C.L. Lowenberg 3457 Hwy. 101 N Seaside, OR 97138 Acct. 11739	411 Broadway 21.2	164.97
1000	Beach Development 3457 Hwy. 101 N Seaside, OR 97138 Acct. 11740	407-409 Broadway 24.3	189.10
1100	Pig 'N Pancake PO Box 9 Seaside, OR 97138 Acct. 11741	30.7	238.90
1200	Pig 'N Pancake PO Box 9 Seaside, OR 97138 Acct. 11742	23.6	183.65
1300	Pig 'N Pancake PO Box 9 Seaside, OR 97138 Acct. 11743	323 Broadway 44.9	349.40
1400	Blue Goose Properties/KLB Enterprises LLC PO Box 1067 Seaside, OR 97138 Acct. 11744	319 Broadway 25.5	198.43
1500	Blue Goose Properties, LLC PO Box 1067 Seaside, OR 97138 Acct. 11745	317 Broadway 20.3	157.97
1600	Dale O.& Mary E. Fackrell 11311 SE Idleman Portland, OR 97266 Acct. 11746	311 Broadway 58.0	451.34

61021AC			
1700	DMT Development LLC PO Box 23 Seaside, OR 97138	Acct. 11747	48.5 377.41
1800	DMT Development LLC PO Box 23 Seaside, OR 97138	227 Broadway Acct. 11748	42.0 326.83
1900	DMT Development LLC PO Box 23 Seaside, OR 97138	227 Broadway Acct. 11749	10.9 84.82
2000	Steve C. Phillips DBA Phillips Candies 217 Broadway Seaside, OR 97138	217 Broadway Acct. 11750	33.5 260.69
2001	Maginnis Seaside Enterprise LLC 220 NW 2nd Avenue Suite 1000 Portland, OR 97208	300 Avenue 'A' Acct. 11751	104.0 809.30
2002	Maginnis Seaside Enterprise LLC 220 NW 2nd Avenue Suite 1000 Portland, OR 97208	Acct. 11752	76.0 591.41
2003	TDR Enterprises, Inc. PO Box 23 Seaside, OR 97138	Acct. 11753	30.0 233.45
2005	Michael & Mary Davies 89905 Manion Dr. Warrenton, OR 97146	261 S Columbia Acct. 11755	144.5 1,124.45
2006	TDR Enterprises, Inc. PO Box 23 Seaside, OR 97138	Acct. 11756	178.1 1,385.92
2007	TDR Enterprises, Inc./Seaside Bowling Alley, Inc. PO Box 23 Seaside, OR 97138	215 Broadway Acct. 11758	63.0 490.25
2100	Seaside Lodge #1748 BPOE 324 Avenue A Seaside, OR 97138	Acct. 11761	162.4 1,263.75
2200	Seaside Lodge #1748 BPOE 324 Avenue A Seaside, OR 97138	Acct. 11762	117.4 913.57
2400	Pig N' Pancake PO Box 9 Seaside, OR 97138	112/112 1/2 Franklin Acct. 11764	37.2 289.48
2500	Qwest Corporation 1801 California St. #2500 Denver, CO 80202	Acct. 11765	213.0 1,657.50
2601	TDR Enterprises PO Box 23 Seaside, OR 97138	Acct. 11767	150.0 1,167.25

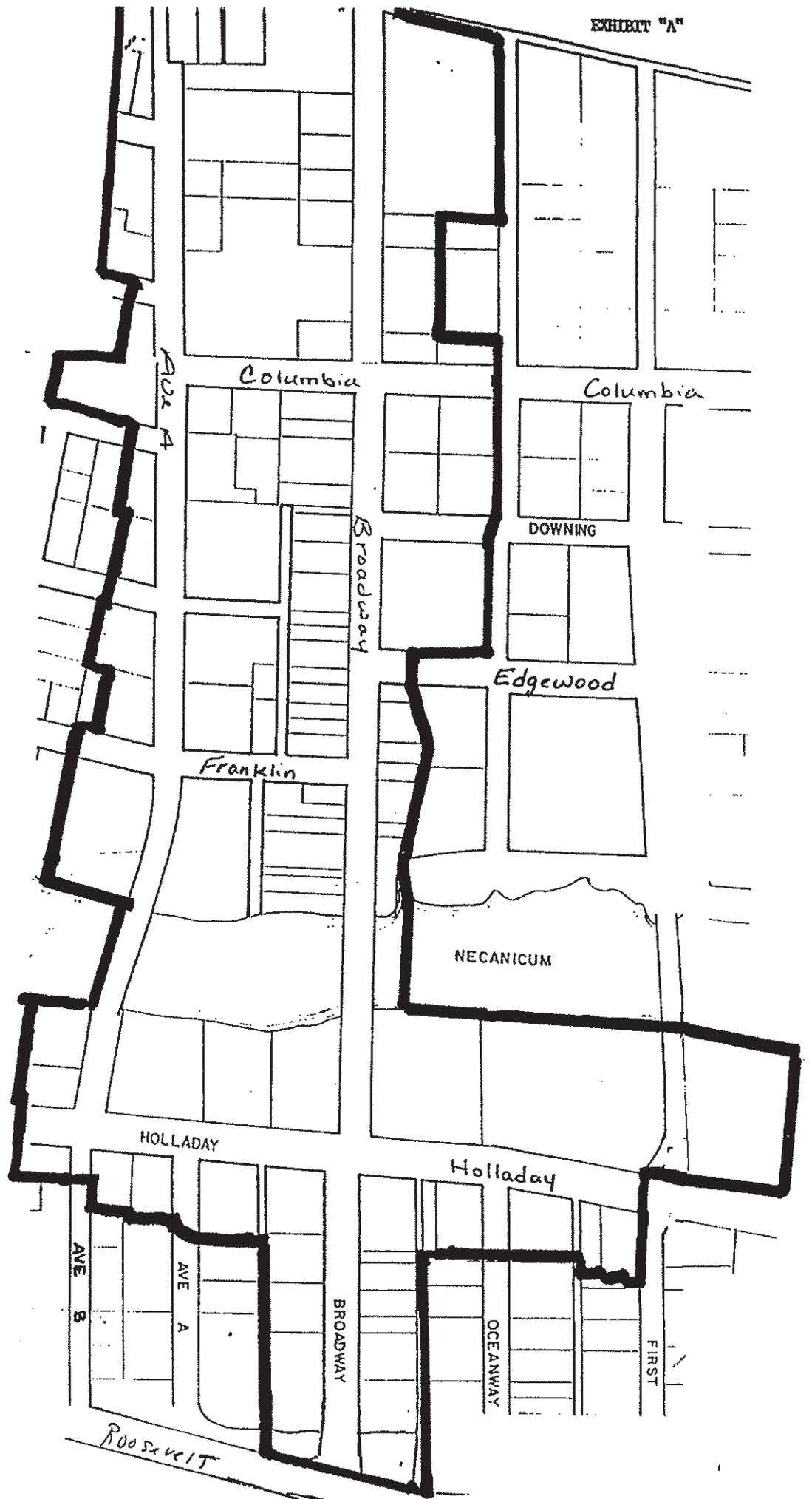
61021AC				
2602	Warren Kan 111 Broadway, Ste.5 Seaside, OR 97138	111 Broadway Acct. 11768	67.0	521.37
2603	Kan Associates, Inc. 111 Broadway, Ste.5 Seaside, OR 97138	Acct. 11769	45.0	350.18
2800	Kan Associates, Inc. 111 Broadway, Ste.5 Seaside, OR 97138	111 Broadway Acct. 11772	70.0	544.72
3900	Daggett Investments LLC 73-4219 Eluna St. Kailua Kona, HI 96740	531 Avenue A Acct. 11787	143.0	1,112.78
4200	Dan & Mary Kay Erickson 1850 Broadway Seaside, OR 97138	441 Avenue A Acct. 11790	100.0	778.17
4800	Fred Van Horn Jr. 89080 Easyway Rd. Gearhart, OR 97138	405 Avenue A Acct. 11797	100.0	778.17
4901	Bank of Astoria PO Box 28 Astoria, OR 97103	301 Avenue A Acct. 11799	100.0	778.17
5600	Bank of Astoria PO Box 28 Astoria, OR 97103	Acct. 11804	100.0	778.17
8200	US National Bank of Portland 2800 E Lake St. Minneapolis, MN 55406	251 Avenue A Acct. 11832	100.0	778.17
9900	William J. Maclean PO Box 54 Seaside, OR 97138	209 Avenue A Acct. 11848	100.0	778.17
10000	Brian McNerey PO Box 40191 Santa Barbara, CA 93140	151-153 Avenue A Acct. 51660	90.0	700.35
10102	Gilbert Inn Properties, LLC - Jean S. Vick 341 Beach Dr. Seaside, OR 97138	341 Beach Dr. Acct. 11852	114.0	887.11
10900	Robert Ross 940 Necanicum Seaside, OR 97138	Acct. 11869	100.0	778.17
11900	Theodor J. Stensland 4323 143rd Ave. SE Snohomish, WA 98290	321 Avenue A Acct. 11872	79.4	617.87
12000	Daniel & Susan Calef 3051 SE 23rd. ST. Gresham, OR 97080	25 Avenue A Acct. 11873	23.7	184.43
60001	Trendwest Resort, Inc. - Wyndham Vacation 8427 South Park Cir. - 4th Floor Tax Department Orlando, FL 32819	Resort at Seaside #C1 Acct. 52822	905.3	7,044.78

61021AB				
8100	Randy L. & Darleen L. Frank PO Box 205 Seaside, OR 97138	20 N Columbia Acct. 11677	100.0	778.17
8200	Interstate Amusement Company 110 Broadway Seaside, OR 97138	110 Broadway Acct. 11678	135.0	1,050.53
8300	William A. & Jean R. Ter Har PO Box 8 Seaside, OR 97138	150 Broadway Acct. 11679	135.0	1,050.53
10000	Michael L. & Karen Ellmaker 610 SW Alder, Suite 1000 Portland, OR 97205	Acct. 11693	40.0	311.27
10001	Michael & Mary Davies 89905 Manion Dr. Warrenton, OR 97146	200 Broadway Acct. 11694	105.0	817.08
10002	Jesse Autry Ehler PO Box 11 Seaside, OR 97138	15 N Columbia Acct. 11695	35.0	272.36
10100	Jesse Autry Ehler PO Box 11 Seaside, OR 97138	15 N Columbia Acct. 11696	100.0	778.17
10200	Dale P. & Beverly Ballou 1929 Huckleberry Dr. Seaside, OR 97138	14 N Downing Acct. 11697	98.0	762.61
10300	Hugh D. & Dee L. Forgie PO Box 507 Seaside, OR 97138	212 Broadway Acct. 11698	182.0	1,416.27
11500	Shilo Inn Seaside Oceanfront LLC 11600 SW Shilo Ln. Portland, OR 97225	30 N Prom Acct. 11709	312.5	2,431.78
11600	Elizabeth Z. Kahl 14215 NE Alton Ct. Portland, OR 97230	102-104 Broadway Acct. 11711	50.0	389.08
12700	Necanicum Investment Co. 1504 Standard Place 1100 SW 6th Avenue Portland, OR 97204-1016	Acct. 11722	350.0	2,723.59
12900	Liu Shaofei/Yiyang Zhang 1021 S Edgewood Seaside, OR 97138	402-404 Broadway Acct. 11726	24.9	193.76
13000	Beach Development LLC 3457 Hwy. 101 N Seaside, OR 97138	408 Broadway Acct. 11727	61.6	479.35
13100	Spiro Sassalos K Trustee 414 Broadway Seaside, OR 97138	412-414 Broadway Acct. 11728	30.3	235.79

61021AB				
13200	Beach Development LLC 3457 Hwy. 101 N Seaside, OR 97138	416-418 Broadway Acct. 11729	26.3	204.66
13300	Beach Development LLC 3457 Hwy. 101 N Seaside, OR 97138	500 Broadway Acct. 11730	61.9	481.69
13400	Terry & C.L. Lowenberg 3457 Hwy. 101 N Seaside, OR 97138	514 Broadway Acct. 11731	21.0	163.42
13500	Laroy R. & Catherine A. Smith 940 16th Avenue Seaside, OR 97138	554 Broadway Acct. 11732	121.3	943.92
61021AA				
3800	DMT Development LLC PO Box 23 Seaside, OR 97138	910 Broadway Acct. 11475	96.0	747.04
4000	Avery Loschen PO Box 453 Seaside, OR 97138	 Acct. 11477	206.3	1,605.36
4100	Avery Loschen PO Box 453 Seaside, OR 97138	 Acct. 11478	18.5	143.96
4200	Avery Loschen PO Box 453 Seaside, OR 97138	 Acct. 11479	41.5	322.94
4300	Avery Loschen PO Box 453 Seaside, OR 97138	728-730 Broadway Acct. 11480	38.0	295.70
4400	Christine Hammond/Sylvia Zelnys 2449 Sonora Rd. Palm Springs, CA 92264	 Acct. 11481	28.4	221.00
4500	Christine Hammond/Sylvia Zelnys 2449 Sonora Rd. Palm Springs, CA 92264	 Acct. 11482	73.6	572.73
4700	Robert C. Moberg/Steven T. Campbell PO Box 27 Seaside, OR 97138	842 Broadway Acct. 11483	50.0	389.08
4800	Mary Jean Walker Succ. Tr/Pearl K. Gubey TR 3528 Sunset Blvd. Seaside, OR 97138	850 Broadway Acct. 11484	15.0	116.73
4900	Diana T. Schafer/Schafer Family Trust PO Box 948 Seaside, OR 97138	 Acct. 11485	35.0	272.36
5000	Mildred Louma/Bula Properties, LLC 610 18th Street Astoria, OR 97103	862 Broadway Acct. 11486	50.0	389.08

61021AA			
6100	Avery L. Loschen 1661 Grand Ave. Astoria, OR 97103	Acct. 11493	75.0 583.63
6200	Dale & Jack Bessett PO Box 369 Yoncalla, OR 97499	61 N Holladay Acct. 11494	25.0 194.54
6300	Wexler Holladay Dr. LLC 1101 Avenue #D-201 Snohomish, WA 98290	39-45 N Holladay Dr. Acct. 11496	101.2 787.51
8300	Steven E. Haugen/James R. Haugen 47 N Holladay Dr. Seaside, OR 97138	57 N Holladay Acct. 11516	67.2 522.93
8400	Steven Haugen/James R. Haugen 47 N Holladay Dr. Seaside, OR 97138	47 N Holladay Acct. 11517	33.0 256.80
14300	Genesis Seaside LLC. 10260 SW Greenburg Rd. #1060 Portland, OR 97223	34 N Holladay Acct. 52241	484.9 3,773.34
14700	Gilbert Block LLC PO Box 453 Seaside, OR 97138	600-616 Broadway Acct. 11595	375.0 2,918.14
90117	Edith Leupp P. Tr. 8100 SW 2nd Avenue Portland, OR 97219	Rivertide Suites #117 Acct. 56715	197.0 1,532.99
61021AD			
11301	Seaside Broadway Development LLC/Kenneth B. Ulbricht PO Box 1161 Seaside, OR 97138	Acct. 12044	50.0 389.08
11400	Seaside Broadway Development LLC/Kenneth B. Ulbricht PO Box 1161 Seaside, OR 97138	851 Broadway Acct. 51628	192.6 1,498.75
11401	Premarq Inc./Kirk A. Fausett/Avery L. Lochen 2911 Marine Dr. #A Astoria, OR 97103	821 Broadway Acct. 12046	79.4 617.87
11500	Loyal Order of Moose Seaside Lodge #798 PO Box 334 Seaside, OR 97138	735 Broadway Acct. 12048	75.2 585.18
11600	Steven J. Oliva/Winfield F. Muffett 915 W 11th St. Vancouver, WA 98860	711 Broadway Acct. 12049	75.0 583.63
11700	Steven J. Oliva/Winfield F. Muffett 915 W 11th St. Vancouver, WA 98860	Acct. 12050	186.4 1,450.51
11800	Kirwin, LLC 89529 Green Mountain Rd. Astoria, OR 97103	609-611-619 Broadway Acct. 12051	190.0 1,478.52

61021AD				
11900	William & Robin Montero 641 NW 175th St. Shoreline, WA 98177	130 S Holladay Acct. 12052	110.1	856.76
12000	Esperanzita Montero PO Box 710 Seaside, OR 97138	 Acct. 12053	100.1	778.95
13000	Burt K. Simpson Tr/Larry & Bettie L. Simpson/Karen Ottem 203 S Holladay Seaside, OR 97138	201-203 S. Holladay Acct. 12064	64.7	503.48
13100	Sand Springs Ranch & Company PO Box 873340 Vancouver, WA 98687	210 S Holladay Acct. 12065	314.0	2,443.45
13200	Ralph/Daniel Rogers PO Box 603 Seaside, OR 97138	231 S Holladay Acct. 12066	68.8	535.38
14000	Richard M. Baty/James Rogers 407 S Holladay Dr. Seaside, OR 97138	303 S Holladay Acct. 12074	50.0	389.08
14100	SSJ McCadden LLC/Bank of America NT & SA 101 N. Tryon Street NC1 001 0381 Charlotte, NC 28255	300 S Holladay Acct. 12075	120.0	933.80
14200	SSJ McCadden LLC/Bank of America NT & SA 101 N. Tryon Street NC1 001 0381 Charlotte, NC 28255	 Acct. 12076	94.0	731.48
TOTAL			10,409.3'	81,002.00





April 15, 2010

Mark Winstanley, City Manager
City of Seaside
989 Broadway
Seaside, OR 97138

800 Exchange St., Suite 410
Astoria, Oregon 97103

Subject: Household Hazardous Waste Plan

Dear Mark:

The Clatsop County Board of Commissioners amended the Household Hazardous Waste plan on April 14, 2010 to provide a more efficient administrative structure. The original concept was to enter into tri-partite agreements with the hauler (in most cases this would be Western Oregon Waste), the City and the County. County Counsel and I agreed this would be burdensome, so we proposed a more streamlined structure.

The revised structure provides for three different agreements. The enclosed agreement is an Intergovernmental Agreement between the City and the County. It essentially names the County as the Lead Agency for this project and allows the County to run the program and accept the 'tip fee' that Western Oregon Waste is collecting. The other agreements that are not enclosed are between the County and Western Oregon Waste. The agreement basically defines the financial relationship. Later in the process the County will do a request for proposals process and contract with a consultant that could be Western Oregon Waste or some other service provider to actually provide the service.

A committee will be formed later in the process to help the County organize the waste pick-up day. I assume the committee would include individuals from each city and the County areas. The first day is tentatively planned for April 22, 2011. Delaying the program start date until 2011 will provide time for the County to collect sufficient funds to contract for the services, notify the community of the opportunity, and set up the volunteers to assist with the event. Note in the enclosed Intergovernmental Agreement that the City will have obligations to participate in the event. The fees will begin to be collected on or about July 1, 2010 in order to provide sufficient revenue to support the first event.

The County will dedicate staff to the service. Currently, Maureen Taylor who works in the Public Health Department, Environmental Services Division, will be the County's leader to structure the collection events each year. The plan

County Manager's Office

Phone (503) 325-1000
Fax (503) 325-8325

provides for the eventual construction of a building and staff to provide daily service, but for now the County's intent is to start with a more limited effort. The County will retain up to ten percent of the tip fees to pay for internal management costs as agreed to in the agreement with Western Oregon Waste that has not yet been finalized.

I am available to attend the Council meeting at which this Intergovernmental Agreement is to be considered, if you wish. Please call either Tiffany Brown, Clerk to the Board, or me at 503/325-1000 to get the meeting on my schedule.

Sincerely,

A handwritten signature in cursive script, appearing to read "Duane Cole".

Duane Cole
County Manager

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CLATSOP COUNTY AND CITY OF SEASIDE
TO IMPLEMENT
THE HOUSEHOLD HAZARDOUS WASTE MANAGEMENT PLAN**

This Intergovernmental Agreement (hereinafter "IGA") is made and entered on _____ by and between Clatsop County, a political subdivision of the State of Oregon (hereinafter referred to as the "County") acting by and through its Board of Commissioners; and the City of Seaside, an incorporated municipality of the State of Oregon acting by and through its City Council (hereinafter referred to as the "City").

Recitals

WHEREAS, it is in the interest of public health, safety and the environment to provide alternatives to disposal of hazardous waste generated by households, and conditionally exempt small quantity generators and agricultural activities as defined in Chapter 459.411 ORS; and

WHEREAS, Clatsop County and the cities located in the County jointly prepared, and, subsequently the County adopted on April 8, 2009, a Household Hazardous Waste Management Plan; and

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

WHEREAS, counties and cities have the authority pursuant to Chapter 190 ORS to enter into IGAs to provide services and facilities through the joint and cooperative exercise of powers, privileges and authority; and

WHEREAS, the County and the City desire to enter into an agreement regarding their respective rights and obligations; and

WHEREAS, the County and the City desire to enter into this IGA for the purpose of setting forth their mutual agreements and undertakings by which they will cooperatively undertake to finance, acquire, construct and operate the Household Hazardous Waste Program;

NOW, THEREFORE, in consideration of mutual undertakings and agreements contained herein, the Parties hereto agree as follows:

1. **PURPOSE.** The purpose of this IGA is to establish and implement a program to provide for the collection and proper management of common hazardous wastes from households and conditionally exempt small quantity generators (CEGs), and agricultural activities, throughout the entire County.

2. DEFINITIONS OF TERMS. Terms defined in the Household Hazardous Waste Management Plan, adopted by the County on April 8, 2009, will have those meanings in this IGA. Additional terms are defined as follows:

2.1 Administrative Expenses means expenses reasonably incurred by the County as a consequence of fulfilling its responsibilities, authorities and duties described in this Agreement. Examples include staff time, legal expenses, contractor expenses, copying/duplication, and other necessary services associated with activities including development of this Agreement, selection of contractors, construction management/oversight, and contract management.

2.2 Collection Facilities means the occupied area, buildings, roadways, parking lots, temporary and permanent structures, fences, gates, drainage facilities and related appurtenances constructed and used exclusively for the collection and storage of hazardous waste from households and conditionally exempt generators, as well as agricultural pesticide wastes, prior to collection and final disposition by a Household Hazardous Waste Contractor(s).

It also includes any reference to "permanent collection facility" and "satellite collection event" as referenced in the adopted Household Hazardous Waste Management Plan and this Agreement.

2.3 Construction Costs means the actual or anticipated costs, including design and engineering, for construction of a permanent collection facility, including but not limited to permitting and acquiring other regulatory approvals, clearing, grading, paving, preparing access roads and parking areas, concrete work and foundations, buildings, roofing, fencing, signs, phone, electrical, landscaping, rubbish containers, security alarm, and other appurtenances thereof.

2.4 Household Hazardous Waste Contractor(s) means a licensed and permitted waste management firm(s) hired under contract to construct and/or operate collection facilities, provide collection services, and/or properly manage, transport and/or dispose of the collected wastes.

2.5 Household Hazardous Waste Management Plan (Plan) means the Plan that was adopted by the County on April 8, 2009 and any amendments thereto.

2.6 Household Hazardous Waste Program means the services described in the adopted Household Hazardous Waste Management Plan, including the provision of a permanent collection facility and satellite collection events for household hazardous waste, hazardous waste from conditionally exempt generators, and waste agricultural pesticides.

2.7 Household Hazardous Waste Program Fund means a dedicated fund, managed by the County, from which monies may only be used for the implementation of the Household Hazardous Waste Program.

2.8 Operating Costs means the actual or anticipated costs incurred in the operation of collection facilities, subsequent to the construction of said facilities, including but not limited to: site attendance, clerical work, administration, auditing, facilities maintenance, advertising and publicity, insurance, bonding, utilities, electrical, payments to contractors, disposal fees and costs for Household Hazardous Wastes or any other wastes, and any other operational purposes.

2.9 Parties means Clatsop County and the City of Seaside

2.10 Solid Waste means for the purposes of this Agreement, all solid waste destined for disposal in a landfill which is delivered to a transfer station located within the County, including material delivered by the public, private businesses, local governments, and by collection vehicles.

3. ADMINISTRATION. The County shall be the administrator of the Household Hazardous Waste Plan.

3.1 Responsibilities of the County. The County, through its designated representatives, shall be responsible for the day-to-day administration of the Household Hazardous Waste Program.

3.2 Authority and Duties of the County. The County will be responsible for the following:

- (a) Determining processes for selecting contractors and conducting public procurement processes.
- (b) Negotiating contracts and/or leases for services (including both construction of facilities and operations).
- (c) Administering the contracts for services, including oversight of the contractor(s) to ensure full compliance.
- (d) Reviewing contractors' invoices, paying the contractors, and settling any disagreements regarding compensation.
- (e) Maintaining accounting records of revenues, expenses and funds available.
- (f) Managing the development of an annual budget.
- (g) Managing the hiring, training and maintenance of staff and volunteers.
- (h) Keeping required records.
- (i) Establishing the annual program budget, limits on program participation, implementation and requirements of pre-registration for collection services, scheduling and location of collection services, any user fees charged to residents desiring to use collection facilities at times other than regularly-scheduled collection events, and of other classes of users desiring to participate in collection services in excess of participation limits imposed for the purposes of annual budgeting.
- (k) Coordinating the education and outreach activities either directly or overseeing the activities of a contractor.
- (l) Requiring that the contractors comply with all relevant regulations.

- (m) Being responsible for administering current and future grants and other funding sources for the Household Hazardous Waste Program (grants from the Oregon Department of Environmental Quality will be administered on behalf of the County)

3.3 Contract Authorization. The County is hereby authorized to enter into contracts for the provision of regional services, as described in the Household Hazardous Waste Management Plan, on behalf of the City. The contract(s) may include provisions for the construction of a permanent collection facility and for the provision of collection and disposal services for household hazardous waste, waste from conditionally exempt small quantity generators, and waste agricultural pesticides. Such contract(s) shall include, at a minimum:

- (a) The contractor must indemnify and hold harmless the parties against liability for the provision of all services including operation of the collection facility and events, storage, transportation, and off-site processing and/or disposal of all materials;
- (b) Insurance requirements, including that the contractors' certificates of insurance must name both parties to this IGA as an additional insured;
- (c) Requirements for storage, transportation, manifesting, waste removal, waste disposition, and record keeping, including that all waste be transported by licensed transporters to permitted processing and/or disposal facilities;
- (d) Identification of the waste "generator" (responsible for signing manifests) of all hazardous wastes accepted by the contractor at the site(s);
- (e) Standards for accounting, billing, compensation, and reporting, including the development of an annual program report and a requirement that the contractor supply complete manifest documentation for all hazardous wastes received and transported through and including final disposal;
- (f) That contractor not assign any rights nor subcontract any of his/her obligations without the prior written consent of the County; and
- (g) That contractor will perform any agreement as an independent contractor with complete control over his/her employees, agents and operations.

4. COMPENSATION FOR THE COUNTY. The County is hereby authorized to collect from the solid waste haulers in the County the amount of fees approved by the City and assessed per ton at the transfer stations located in the County. Such funds shall be deposited in the Household Hazardous Waste fund by the County to be used as set forth in number 3.2 of this Agreement.

4.1 Administrative Expenses. Administrative expenses incurred by the County will be reimbursed from the Household Hazardous Waste Fund on a quarterly basis. The administrative expenses are up to 10% of the amount collected from the solid waste haulers as projected by the Plan.

5. IMPLEMENTATION. The parties agree to the following commitments:

5.1 Use of Funds Collected From Disposal Rate Increase. The net collected funds will be deposited in a dedicated fund, administered by the County and called the Household Hazardous Waste Management Fund. Monies in this fund are to be used only for the implementation of regional activities described in the Household Hazardous Waste Management Plan as may be amended. If the budget does not meet expectations, the County shall notify the City, but in no event shall either party to the Agreement be required to contribute any funding beyond that received from the solid waste hauler fees.

5.2 IGA Commitments. All parties hereby agree to pass through this Hazardous Waste Program disposal rate increase by increasing transfer station rates and garbage collection rates accordingly, to become effective on July 1, 2010, and thereafter on July 1st of the following years as necessary. This provides for the disposal rate increase to be passed back to all users of the system, regardless of whether they have subscription collection or self-haul to the transfer station.

Failure by the parties to pass or approve the Household Hazardous Waste Program disposal rate increase, the HHW fee, or subsequent adjustments to that fee during the term of this Agreement will result in a breach of this Agreement. The County and Steering Committee shall seek resolution through binding arbitration, as per Section 15 of this Agreement.

5.3 Satellite Collection Events. The parties agree to the following commitments for providing satellite collection events in Clatsop County:

5.3.1 Clatsop County. The County staff will manage the provision of services at satellite collection events held in Clatsop County including staffing, collection and transportation services. County staff will coordinate with the City, and the solid waste franchisees to promote and conduct these events.

5.3.2 Special Events. Each party shall be responsible for the following related to satellite collection events held within its jurisdiction:

- a. Promotion of the event
- b. Provision of volunteers/staff to direct traffic at the event
- c. Provision of a suitable, paved location to hold the event
- d. Provision of traffic cones/barricades to ensure proper traffic flow at the event
- e. Provision of signage directing citizens to the event
- f. Provision of restroom or portable toilet facilities for staff at the event
- g. Provision of safety vests for volunteers and others assisting at the event

- h. Keeping accurate vehicle counts of participants at each event
- i. Provision of a safety orientation to all volunteers and staff working at the event
- j. Provision of a table and staff at the reuse location, if a product reuse opportunity is provided
- k. Provision of any customer surveys or educational handouts specific to the County and/or the City
- l. City may submit expenses to the County provided the County approves of these expenses in advance, including but not limited to advertising, event supplies & equipment, and food & beverages for event volunteers.

6. SHARING OF LIABILITY AND INDEMNIFICATION

6.1 Contractor Requirements. Pursuant to Section 3.3 of this Agreement the County will require insurance of the County's contractor(s) as well as indemnification by the County's contractor(s) of both parties of this Agreement. These requirements are intended to protect the parties from liability arising out of the provision of hazardous waste collection services.

6.2 Procedure to Assign Liability. In the event that liability does arise out of the provision of household hazardous waste, conditionally exempt small quantity generator, or agricultural pesticide collection activities conducted under this Agreement, including but not limited to any and all liability imposed by State or Federal law or regulation, such as fines, penalties, clean up expenses, legal fees and other costs and expenses resulting from any such action or any such proceeding by virtue of any Federal or State law or regulation, and in the event that such liability is assigned to any party, including the County, the following procedure shall apply:

- (a) The party shall be responsible for that portion of liability for which the party was directly responsible.
- (b) If uninsured liability is incurred by virtue of participation in the Household Hazardous Waste Program, that liability will be shared by the parties, together with all other government entities participating in the program in Clatsop County, on the basis of population stated in the Household Hazardous Waste Management Plan.

6.3 Liability of the County. Notwithstanding Section 6.2 of this Agreement, any liabilities incurred by the County shall be based on the negligence of the County and the County shall not be liable for damages incurred solely due to its designation as the County. All liability not directly attributable to the County's negligence shall be shared in the manner set forth in Section 6.2 (b).

6.4 Survival of Obligations. The obligations under this section shall survive the termination of this Agreement.

7. ADDITIONAL USERS. The parties anticipate that other agencies (such as other cities, counties, or Native American tribes) may desire to participate in the Household Hazardous Waste Program. The County may contract with those other agencies to participate in the Household Hazardous Waste Program, provided that the parties to this IGA do not pay any associated additional costs nor incur any associated additional liability.

8. INSPECTION OF PREMISES AND RECORDS.

8.1 Inspection of Premises. The City may inspect the Household Hazardous Waste sites and facilities during hours when the facilities are open for business, or at such other times as the County or contractor(s) may allow.

8.2 Inspection of Records. The City may examine any records of the Household Hazardous Waste facility and any records of the County related to the Program, including financial records, upon reasonable request. Such examination of any of the Household Hazardous Waste contractor's records shall be in accordance with the terms and conditions of the contractor's agreement with the County.

9. TERM OF AGREEMENT; TERMINATION; WITHDRAWAL OF PARTIES.

9.1 Term of Agreement. This IGA becomes effective upon the date of the last signature below. It shall remain in full force and effect until June 30, 2015. Thereafter, unless terminated, the Agreement shall automatically renew annually on January 1st of each year.

9.2 Terminating Agreement. This Agreement may be terminated for any reason after the completion of the initial term. The termination date shall be the conclusion of any calendar year (January 1 to December 31) in which notice of termination is given by one party to the other. Notice shall be given prior to July 1 of the year termination shall occur.

9.3 Disposition of Program Property and Funds. In the event of termination of this Agreement, the County shall:

- (a) Pay all outstanding obligations.
- (b) Sell any buildings, equipment and appurtenances owned by the County that have been paid for from the Household Hazardous Waste Program Fund. If the facility is located in the City, the City will have the right of first refusal to purchase the facility.
- (c) Within 30 days of termination, cease the collection of revenues through the disposal rate increase levied on waste from affected jurisdictions.
- (d) Terminate any outstanding contracts for service which name the parties, or amend such contracts to remove reference to the parties.
- (e) Prepare an accounting of all administrative expenses incurred by the County as a result of termination of this Agreement, such as staff costs, real estate transaction expenses, and attorney's fees.

- (f) Once the preceding actions have been completed, but no more than 12 months following termination of the Agreement, the County will distribute any remaining assets in the Household Hazardous Waste Program Fund as follows. First the County shall be paid the actual administrative expenses. All remaining monies will be distributed to all government entities in Clatsop County participating the Household Hazardous Waste Program in amounts proportional to the population of each party divided by the population of the entire County, using populations contained in the Household Hazardous Waste Management Plan. Similarly, if the Household Hazardous Waste Program's debts exceed assets, government entities will share obligations by the same proportionality.

10. INDEMNIFICATION. Each party of this Agreement shall be responsible for damage to persons or property resulting from negligence on the part of itself, its employees, its agents, or its officers. No party assumes any responsibility for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement.

11. MODIFICATION. This Agreement shall not be modified or amended in any manner except by an instrument in writing and signed by all the parties participating at that time.

12. ASSIGNMENT. No party to this Agreement shall assign its right or obligations under this IGA without the prior written consent of the other parties hereto.

13. SEVERABILITY. If any provision of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Oregon.

15. DISPUTE RESOLUTION. The parties agree to negotiate in good faith to resolve all disputes arising under the articles of this Agreement. If negotiation between these parties fails to resolve any such dispute to the satisfaction of the parties, then the issue shall be resolved through binding arbitration. The parties shall agree to the selection of the arbitrator. The non-prevailing party shall be responsible for any costs for the services of the arbitrator. The decision of the arbitrator shall be final and binding on the parties hereto.

16. NOTIFICATION. All notices required to be given or authorized to be given hereunder shall be in writing and either personally delivered or sent by certified United States mail to the other party at the address shown below, or at such other address specified by a party in a letter sent to the other party hereto by certified United States mail.

Clatsop County:

Duane Cole, County Manager
800 Exchange Street, Suite 410
Seaside, OR 97103

City of Seaside

Mark Winstanley, City Manager
989 Broadway Street
Seaside, OR 97138

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement to become effective upon the date of the last signature.

**CLATSOP COUNTY
BOARD OF COMMISSIONERS**

**CITY OF SEASIDE
CITY COUNCIL**

Name

Title

Title

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Legal Counsel

Legal Counsel



KERN & THOMPSON, LLC

Certified Public Accountants

April 28, 2010

Honorable Mayor
Members of the City Council, and
Mark J. Winstanley, City Manager
City of Seaside, Oregon
989 Broadway
Seaside, Oregon 97138

We are pleased to confirm our understanding of the services we are to provide the City of Seaside, Oregon for the year ended June 30, 2010. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City of Seaside, and the separate basic financial statements of its component unit, the Seaside Urban Renewal Agency, as of and for the year ended June 30, 2010 (collectively referred to hereafter as the City).

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's MD&A in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtain during our audit of the basic financial statements. We will not express an opinion or provide any other assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. Accordingly, the MD&A required by generally accepted accounting principles will be subjected to certain limited procedures, but will not be audited.

Supplementary information other than RSI also accompanies the City's basic financial statements. We will subject the following RSI and the following other supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

RSI:

General Fund and Major Special Revenue Funds Budgetary Comparison Schedules

Other Supplementary Information:

Non-Major Governmental Funds Combining and Budgetary Comparison Schedules
Enterprise Funds Combining and Budgetary Comparison Schedules
Schedules of Property Tax Transactions
Schedules of Debt Transactions and Future Debt Service Requirements

City of Seaside
April 28, 2010
Page Two

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

Introductory Section
Statistical Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *Minimum Standards for Audits of Oregon Municipal Corporations*, and will include tests of the accounting records of the City and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement. Our audit of the financial statements does not relieve you or management of your responsibilities.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties. If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

City of Seaside, Oregon
April 28, 2010
Page Three

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City and the respective changes in financial position and cash flows, where applicable, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report. You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that indicates that we have reported on the supplementary information. You also agree to present the supplementary information with the audited financial statements.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

City of Seaside, Oregon
April 28, 2010
Page Four

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our reports on compliance issued pursuant to *Government Auditing Standards* or the *Minimum Standards for Audits of Oregon Municipal Corporations*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

KERN & THOMPSON, LLC

City of Seaside, Oregon
April 28, 2010
Page Five

If you request, we will provide copies of our reports directly to the Division of Audits of the Oregon Secretary of State on your behalf; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kern & Thompson, LLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the Division of Audits of the Oregon Secretary of State or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kern & Thompson, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Division of Audits of the Oregon Secretary of State. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform preliminary audit work in late May 2010, final audit field work during September 2010, and to issue our reports no later than November 15, 2010. Rick Proulx is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services are based on our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that **we agree that our all-inclusive fee, including expenses, will not exceed \$37,500**. The fee estimate is based on anticipated cooperation from City personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with the City's management and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Payment is due upon receipt of the invoice. If not paid when due, a late charge of 1-1/2% per month will be imposed and we shall be entitled to stop rendering services until payment is made. In accordance with our firm policies, work may be suspended if the City's account becomes 90 days or more overdue and will not be resumed until the City's account is paid in full.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2008 peer review accompanies this letter.

We appreciate the opportunity to be of service to the City of Seaside and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.



PUBLIC WORKS MEMORANDUM

TO: The Honorable Mayor and Members of the Seaside City Council
FROM: Geoffrey Liljenwall PE, City Engineer
DATE: April 26, 2010
RE: North Holladay Improvement Project Electrical - 2009

There were 7 plan holders for the North Holladay Improvement Project. The bid opening was held at Seaside City Hall on April 22, 2010 at 1:00 p.m., of which there were 5 bids submitted.

The City received five bids for the North Holladay Improvement Project Electrical:

M & M Electric	\$35,147.00
Inland Electric, Inc	\$39,709.92
Clatsop Electric	\$50,718.00

Two of the bids were rejected, Borland Coastal Electric and Wadsworth Electric, due to not meeting Bid Security requirements of 10% of the submitted bid. (See contract documents Bid Security (Section 11, Page CD-5) and Consideration of Bids (Section 16, Page CD-6)).

Borland had a 5% Bid bond

Wadsworth had a 9.4% Bid Bond

Borland Coastal Electric	\$30,375.00
Wadsworth Electric	\$36,191.50

The rejection of the Borland Coastal Electric was discussed with Dan Van Thiel (City Attorney) and Neal Wallace (Public Works Director).

Staff is recommending M&M Electric be awarded the contract for \$35,147.00

Enclosed is the bid summary sheet with the five bids.

Schedule A - Project - Mobilization / Bonding									
Item	Description	Quantity	Units	Unit Cost (figures only)	Total for Item (figures only)				
A-1	Mobilization, Bonding	1	LS			\$ 1,100.00	\$ -	\$ -	\$ 1,477.00
Schedule EC - Electrical Services									
Item	Description	Quantity	Units	Unit Cost (figures only)	Total for Item (figures only)				
EC-1	1210 N. Holladay	1	LS	DELETED-AD1	DELETED -AD1				
EC-2	1270 N. Holladay	1	LS			\$ 644.00	\$ 815.00	\$ 1,270.76	\$ 727.00
EC-3	1324 N. Holladay	1	LS			\$ 1,502.00	\$ 1,582.75	\$ 1,650.92	\$ 922.00
EC-4	1404 N. Holladay	1	LS			\$ 547.00	\$ 811.38	\$ 1,716.92	\$ 707.00
EC-5	1410 N. Holladay	1	LS	DELETED-AD1	DELETED -AD1				
EC-6	1413 N. Holladay	1	LS			\$ 823.00	\$ 713.70	\$ 1,270.76	\$ 635.00
EC-7	1512 N. Holladay	1	LS			\$ 1,798.00	\$ 871.23	\$ 1,983.56	\$ 1,274.00
EC-8	1517-1519 N. Holladay	1	LS			\$ 1,286.00	\$ 1,127.71	\$ 1,431.80	\$ 2,048.00
EC-9	1518 N. Holladay	1	LS			\$ 688.00	\$ 784.64	\$ 1,270.76	\$ 1,058.00
EC-10	1521 N. Holladay	1	LS			\$ 1,301.00	\$ 1,045.04	\$ 1,184.96	\$ 1,345.00
EC-11	1524 N. Holladay	1	LS			\$ 779.00	\$ 744.02	\$ 478.76	\$ 479.00
EC-12	1525 N. Holladay	1	LS			\$ 1,144.00	\$ 941.72	\$ 1,624.52	\$ 703.75
EC-13	1604 N. Holladay	1	LS			\$ 1,374.00	\$ 1,174.77	\$ 1,165.16	\$ 1,157.00
EC-14	1610 N. Holladay	1	LS			\$ 1,303.00	\$ 738.35	\$ 606.80	\$ 2,051.00
EC-15	1613 N. Holladay	1	LS			\$ 823.00	\$ 850.13	\$ 663.56	\$ 1,159.00
EC-16	1616 N. Holladay	1	LS			\$ 682.00	\$ 761.12	\$ 701.84	\$ 560.00
EC-17	1623 N. Holladay	1	LS	DELETED-AD1	DELETED -AD1				
EC-18	1762 N. Holladay	1	LS			\$ 747.00	\$ 861.72	\$ 1,715.60	\$ 1,345.00
EC-19	2022 N. Holladay	1	LS			\$ 990.00	\$ 1,174.00	\$ 1,361.84	\$ 2,285.00
EC-20	2025 N. Holladay	1	LS	DELETED-AD1	DELETED -AD1				
EC-21	2105 N. Holladay	1	LS			\$ 1,658.00	\$ 997.70	\$ 1,785.56	\$ 703.75
EC-22	2108 N. Holladay	1	LS			\$ 726.00	\$ 814.50	\$ 1,889.84	\$ 560.00
EC-23	2130 N. Holladay	1	LS			\$ 870.00	\$ 744.02	\$ 1,270.76	\$ 646.50
EC-24	2333 N. Holladay	1	LS			\$ 644.00	\$ 620.57	\$ 1,270.76	\$ 663.75
EC-25	2335 N. Holladay	1	LS			\$ 503.00	\$ 550.94	\$ 701.84	\$ 560.00
EC-26	2339 N. Holladay	1	LS			\$ 739.00	\$ 497.11	\$ 478.76	\$ 520.00
EC-27	2400 Queen St A (HAIR - WEST)	1	LS			\$ 735.00	\$ 744.02	\$ 1,270.76	\$ 698.00
EC-28	2400 Queen St B (RES - EAST)	1	LS			\$ 644.00	\$ 744.02	\$ 1,270.76	\$ 698.00
EC-29	600 15th	1	LS	DELETED-AD1	DELETED -AD1				
EC-30	601 15th	1	LS			\$ 547.00	\$ 698.65	\$ 1,361.84	\$ 698.00
EC-31	602 15th	1	LS	DELETED-AD1	DELETED -AD1				
EC-32	604 15th	1	LS			\$ 603.00	\$ 855.13	\$ 1,270.76	\$ 520.00
EC-33	622 12th Prom Bike Shop	1	LS			\$ 1,852.00	\$ 2,719.70	\$ 2,647.52	\$ 2,377.00
EC-34	633 Indian Way	1	LS			\$ 635.00	\$ 634.50	\$ 1,716.92	\$ 698.00
EC-35	708 Indian Way	1	LS			\$ 1,303.00	\$ 836.80	\$ 771.80	\$ 2,047.50
EC-36	709 16th	1	LS			\$ 818.00	\$ 949.39	\$ 1,716.92	\$ 692.25
EC-37	710 16th	1	LS			\$ 547.00	\$ 668.59	\$ 1,056.92	\$ 1,095.75
EC-38	712 15th	1	LS			\$ 638.00	\$ 1,103.70	\$ 1,716.92	\$ 933.75

Schedule A - Project - Mobilization / Bonding						
Item	Description	Quantity	Units	Unit Cost (figures only)	Total for Item (figures only)	
EC-39	715 24th Ave	1	LS	DELETED-AD1	DELETED-AD1	
EC-40	840 24th	1	LS			
EC-41	Seaside High School Modular	1	LS			
EC-42AD	Wilcox Fuel Yard - 24th	1	LS			
EC-43AD	2411 Oregon Street	1	LS			
EC-44AD	780 14 th	1	LS			
Total by Schedule						
Schedule A - Project - Mobilization / Bonding				\$ 1,100.00	\$ 5,500.00	\$ 1,477.00
Schedule EC - Electrical Services				\$ 34,047.00	\$ 34,209.92	\$ 49,241.00
				\$ 35,147.00	\$ 39,709.92	\$ 50,718.00

	Borland	Wadsworth
	\$ 950.00	\$ 0.00
	\$ 550.00	\$ 663.75
	\$ 1,300.00	\$ 1,114.00
	\$ 450.00	\$ 520.00
	\$ 1,650.00	\$ 825.75
	\$ 1,500.00	\$ 500.00
	\$ 28,875.00	\$ 35,691.50
	\$ 30,375.00	\$ 36,191.50

Note: Borland and Wadsworth bids were rejected due not meeting Bid Security requirements of 10% of the submitted bid. (See contract documents Bid Security (Section 11, Page CD-5) and Consideration of Bids (Section 16, Page CD-6)).

RESOLUTION #3700

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, EXTENDING SEASIDE'S WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF SEASIDE

WHEREAS, the City of Seaside elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers listed on the attached Volunteer Election Form.

1. An assumed monthly wage of \$2,000 per month will be used for public safety volunteers; and
2. An assumed monthly wage of \$800 per month will be used for CERT volunteers; and
3. An aggregate assumed annual wage of \$2,500 will be used per volunteer board, commission and/or council for the performance for administrative duties; and
4. Non-public safety volunteers will keep track of their hours and have their assumed payroll reported in the correct class code for the type of work being performed using Oregon minimum wage; and
5. A roster of active volunteers (public safety and non-public safety) will be kept monthly for reporting purposes. It is acknowledged that City/County Insurance Services may request copies of these rosters during year-end audit; and
6. Unanticipated volunteer projects or exposure not addressed herein will be added onto City of Seaside's coverage agreement (1) by endorsement, (2) with advance notice to CIS, and (3) allowing two weeks for processing. It is hereby acknowledged that coverage of this type cannot be backdated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Seaside to provide for workers' compensation insurance coverage as indicated above. This resolution will be updated annually.

PASSED by the City Council of the City of Seaside on this ____ day of _____, 2010.

SUBMITTED to the Mayor and **APPROVED** by the Mayor on this ____ day of _____, 2010.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager