

**AGENDA SEASIDE CITY COUNCIL MEETING
MAY 13, 2013 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PROCLAMATION – ELKS NATIONAL YOUTH WEEK
EMERGENCY MEDICAL SERVICES WEEK
6. RECOGNITION – KEGAN WALLIS, CITY COUNCIL STUDENT REPRESENTATIVE
7. COMMENTS – PUBLIC
8. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
9. CONSENT AGENDA
 - a) PAYMENT OF THE BILLS – \$848,762.56
 - b) APPROVAL OF MINUTES – APRIL 22, 2013 REGULAR MINUTES
 - c) RESOLUTION #3798 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE 2012-2013 CITY OF SEASIDE BUDGET
10. UNFINISHED BUSINESS:
 - a) ORDINANCE 2013-02 – 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. 2012-03 AND ALL ORDINANCES IN CONFLICT
 - 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
 - b) ORDINANCE 2013-03 – AN ORDINANCE DECLARING THE COST OF IMPROVEMENT OF PROPERTY ON A PORTION OF PINE STREET AND PORTIONS OF 25TH AVENUE BY THE PAVING OF ASPHALTIC CONCRETE, INSTALLATION OF STORM SEWER MAIN AND CONSTRUCTION OF CONCRETE VALLEY GUTTER TO HANDLE DRAINAGE AS REQUIRED BY CITY STANDARDS IN SEASIDE, OREGON, DECLARING SUCH ASSESSMENTS AND DIRECTING THE ENTRY OF THE SAME IN THE DOCKET OF CITY LIENS
 - 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) LIQUOR LICENSE APPLICATION – THE CRABBY OYSTER LLC, 150 BROADWAY
- b) LIQUOR LICENSE APPLICATION – UNDERSEA COFFEE, LLC, 26 AVENUE 'A'
- c) LIQUOR LICENSE APPLICATION – THE SHOOTING GALLERY, 6 N. COLUMBIA
- d) PRESENTATION – CLATSOP COMMUNITY COLLEGE UPDATE, LAWRENCE GALIZIO
- e) RESOLUTION #3789 – 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
- f) COASTCOM, INC. FRANCHISE AGREEMENT - CONSTRUCT, OPERATE, AND MAINTAIN A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF SEASIDE, OREGON
- g) VACANCY – CITY TREE BOARD
AIRPORT COMMITTEE
PARKS ADVISORY COMMITTEE
COMMUNITY CENTER AND SENIOR COMMISSION

12. COMMENTS FROM STUDENT REPRESENTATIVE

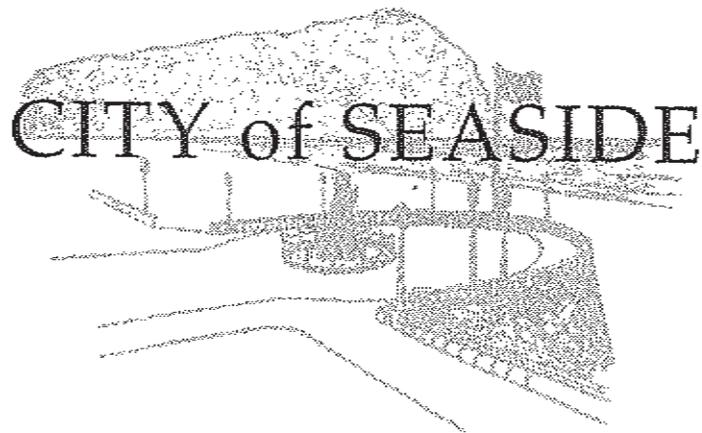
13. COMMENTS FROM THE COUNCIL

14. COMMENTS FROM THE CITY STAFF & PUBLIC

15. ADJOURNMENT

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

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



OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

PROCLAMATION

Whereas, the Benevolent and Protective Order of Elks has designated the first week in May as Youth Week to honor America's junior citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and

Whereas, Seaside Elks Lodge #1748 supports the Junior Citizens of our community in scouting, sports, and scholarships; and

Whereas, our youth need the guidance, inspiration and encouragement which we alone can give in order to help develop those qualities of character essential for further leadership; and

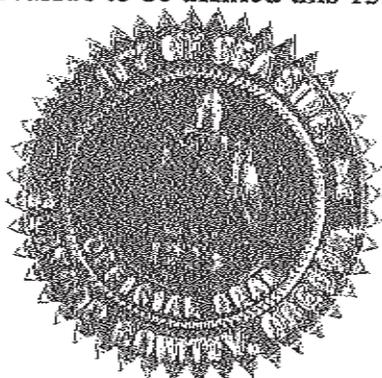
Whereas, to achieve this worthy objective we should demonstrate our partnership with youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship.

NOW, THEREFORE, I Don Larson, the Mayor of the City of Seaside, in the State of Oregon, do hereby proclaim the first week in May as

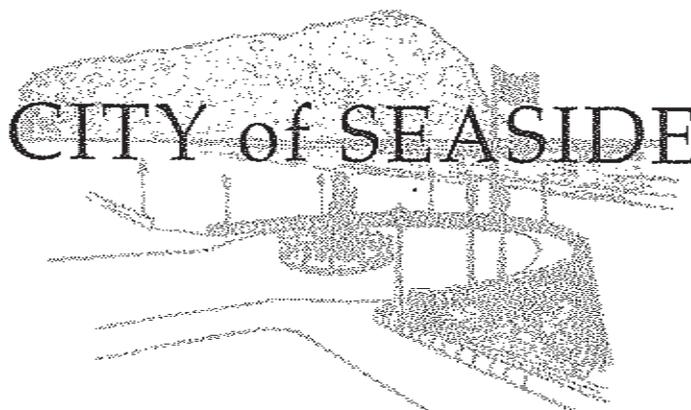
ELKS NATIONAL YOUTH WEEK

and urge all departments of government, civic, fraternal, and patriotic groups, and our citizens, to participate wholeheartedly in the observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 13th day of May, 2013.



DON LARSON, MAYOR



CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

PROCLAMATION



Whereas, Emergency Medical Services is a vital public service; and

Whereas, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

Whereas, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

Whereas, the emergency medical services system consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, educators, administrators and others; and

Whereas, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

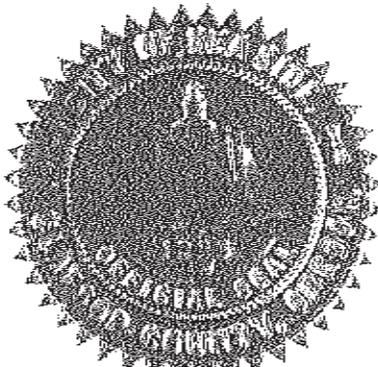
Whereas, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

NOW, THEREFORE, I, Don Larson, Mayor of the City of Seaside, in the State of Oregon, do hereby proclaim the week of May 19-25, 2013, as

EMERGENCY MEDICAL SERVICES WEEK

with the theme, **EMS: One Mission. One Team**, and encourage the community to observe this week with appropriate programs, ceremonies and activities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 13th day of May, 2013.



DON LARSON, MAYOR

- CALL TO ORDER** The Regular meeting of the Seaside City Council was called to order at 7:00 PM by Mayor Don Larson.
- Present: Mayor Don Larson, Council President Don Johnson, Councilors Stubby Lyons, Randy Frank, Tita Montero, Jay Barber, and Dana Phillips.
- Absent: None
- Also Present: Bob Gross, Seaside Police Chief; Dan Van Thiel, City Attorney; Joey Daniels, Seaside Fire Chief; Esther Moberg, Seaside Library Director; Russ Vandenberg, Convention Center & Visitors Bureau General Manager; Neal Wallace, Public Works Director; David Rankin, Safety/Training Officer; Julie Handyside, Seaside Library Children's Assistant; and Aaron Fielder, Seaside Signal.
- Mayor Larson stated Mark Winstanley, City Manager, was not at the meeting because he went to Portland and was waiting for his third grandchild to be born. Mayor Larson introduced Aaron Fielder who was the new reporter for the Seaside Signal.
- AGENDA** Motion to approve the April 22, 2013 agenda; carried unanimously. (Lyons/Frank)
- RECOGNITION - SEASIDE LIBRARY** Esther Moberg, Seaside Library Director, stated last Saturday there was a birthday party for the library and Julie Handyside, Seaside Children's Librarian, was also honored for receiving the Outstanding Project Ready to Read Grant. The grant was typically given to three or four different libraries across the State each year. The plaque stated "The Oregon State Library Board of Trustees Recognizes Excellence in Planning and Implementing an Outstanding 2011-2012 Ready to Read Grant funded by the State of Oregon and Granted by the Oregon State Library to Establish, Develop, or Improve Public Library Services for Children". Ms. Moberg further stated Ms. Handyside's program last summer was an outstanding program which tied in with the local school.
- Mayor Larson stated it was very nice seeing Ms. Handyside honored at the Library Birthday Party on Saturday with all the children who were very happy to see her.
- PROCLAMATION** Bob Gross, Seaside Police Chief, read a proclamation for National Law Enforcement Memorial Week.
- COMMENTS - PUBLIC** John Dunzer, 2964 Keepsake Drive, Seaside, stated he could not help but reminisce over the fact of the proclamation that was just heard. Mr. Dunzer further stated at a City Council meeting two to three years ago he spoke about cameras that could be installed on some of the main streets and on the Prom and it was sort of laughed off by everyone saying the cameras would not hold up in the weather and the City would not permit anyone to be photographed. Think back to Boston and the cameras, and how the police deserve all the help they can get in providing protection in the Community. The police department needed some tools and they were in use everywhere else in the world except for the wonderful idyllic Seaside where there were \$40,000.00 people. Those things should be thought of instead of a Proclamation. Mr. Dunzer distributed information on a report that came out in the Oregonian about the resilience plan. In the resilience plan which was sponsored by our wonderful representative. Basically Seaside had been written off when the earthquake and tsunami hit and Seaside did not need to be written off. Nobody can stop the tsunami and earthquake but there were things that could be done besides everyone running up on the hill and sit there for six months waiting for someone to come and save them. Mr. Dunzer further stated the energy section of the resilience plan was wonderful and any planning for people here in Clatsop was beyond the scope of the State to do anything but there were a lot of things that could be done to bring the community back. Mr. Dunzer further stated he wrote a letter to the Mayor's and people at the State level on some things that could be done that were presently written into the energy plan of the State. There could be a power plant built on the hill which was in the County and was in the plan for the State and would create one hundred jobs. Technology has been around for years and it could be tied into the heating system for the new school up on the hill. Mr. Dunzer further stated he had built twenty of these plants and knew a little bit about what could be done. The City would not need to wait six months to receive electricity which was projected. Was anyone interested in doing anything in the community because there were many grants that were made for communities throughout Oregon which was right out of the newspaper?
- 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 \$162,434.15; and April 8, 2013, regular minutes; carried unanimously. (Barber/Johnson)

LIQUOR LICENSE APPLICATION

Mayor Larson stated there was a liquor license application from the Circle Creek RV Park and Campground located at 85658 Highway 101.

Mayor Larson asked if the owner Sharon Roper was present.

Sharon Roper, Circle Creek RV Park and Campground, stated she was present for any questions.

Mayor Larson asked if Council had any questions.

Councilor Montero asked if there was grocery store at the Circle Creek RV Park already.

Ms. Roper stated there had been a small grocery store since 2003.

Councilor Montero asked if people could shop the grocery store if they were not staying at the Circle Creek RV Park.

Ms. Roper stated she had never had anyone shop at the store when not staying at the park but if people came into the store she would sell to them.

Councilor Montero asked why Ms. Roper wanted to sell liquor.

Ms. Roper stated she has had many request for beer or wine from people staying at the park. During the summer there was a tremendous amount of traffic coming into Seaside and guest had trouble getting into the City.

Councilor Montero stated she had not been camping in a long time but did not remember alcohol being available in the stores in the campgrounds.

Ms. Roper stated she owned an RV Park and tents were not allowed at the park. Almost all the RV Parks like Bud's, Resort in Cannon Beach, and many more all sold alcohol in their stores.

Councilor Barber stated he knew that Ms. Roper ran a pretty tight ship at the Circle Creek RV Park and kept things under control. There was always that chance when groups were together consuming alcohol that the Seaside Police might need to be called.

Ms. Roper stated she did run a tight ship and the first few years she ran the Circle Creek RV Park she called the police many times but had learned some things about running an RV Park and there were fewer calls made to the police. Ms. Roper further stated she did receive a suggestion from Detective Steve Barnett to install cameras in the store.

Mayor Larson stated there were no more tents allowed at the Circle Creek RV Park.

Ms. Roper stated there were no tents allowed and the reason was that there had been too many problems and she wanted the park to be nicer then it has been in the past.

Councilor Frank asked if the store was open year round and if it had the same hours.

Ms. Roper stated the park and store would be open during the summer months and the hours were the same from 9:00 am to 9:00 pm.

Councilor Frank asked what months of the year the park was open.

Ms. Roper stated the Circle Creek RV Park was open from April 1, 2013 to November 1, 2013.

Councilor Frank asked if the liquor license was approved would a neon sign be put up that would be visible to the highway.

Ms. Roper stated there would not be a neon sign but there would be a Camp Store sign.

Motion to approve the Off-Premises Sales License for the Circle Creek RV Park and Campground, located at 85658 Highway 101; carried unanimously. (Phillips/Lyons)

PUBLIC HEARING

This was the duly advertised time and place to hold a public hearing regarding 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. 2012-03, and all Ordinances in Conflict.

Mayor Larson explained the ordinance extended the term of the Downtown Maintenance District which was an annual event for City Council.

There was a slight increase in fees and the assessment collected from the Downtown Maintenance District paid for the landscaping and litter removal in the downtown area.

ORDINANCE #2013-02

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. 2012-03, AND ALL ORDINANCES IN CONFLICT.

Mayor Larson opened the public hearing there were no comments and the public hearing was closed.

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

Motion to place Ordinance 2013-02 on its first reading by title only; carried unanimously. (Lyons/Phillips)

Motion to place Ordinance 2013-02 on its second reading by title only; carried unanimously. (Phillips/Lyons)

PUBLIC HEARING

This was the duly advertised time and place to hold a public hearing regarding an Ordinance declaring the cost of improvement of property on a portion of Pine Street and portions of 25th Avenue by the paving of Asphaltic Concrete, installation of storm sewer main and construction of Concrete Valley Gutter to handle drainage as required by City standards in Seaside, Oregon, declaring such assessments and directing the entry of the same in the docket of City liens.

Mayor Larson explained the ordinance was for the improvement on Pine Street and Portions of 25th Avenue by paving and storm sewer main. This was the assessments for the Local Improvement District for the Venice Park area.

ORDINANCE #2013-03

AN ORDINANCE DECLARING THE COST OF IMPROVEMENT OF PROPERTY ON A PORTION OF PINE STREET AND PORTIONS OF 25TH AVENUE BY THE PAVING OF ASPHALTIC CONCRETE, INSTALLATION OF STORM SEWER MAIN AND CONSTRUCTION OF CONCRETE VALLEY GUTTER TO HANDLE DRAINAGE AS REQUIRED BY CITY STANDARDS IN SEASIDE, OREGON, DECLARING SUCH ASSESSMENTS AND DIRECTING THE ENTRY OF THE SAME IN THE DOCKET OF CITY LIENS.

Mayor Larson opened the public hearing.

Merlin Humpal, 2481 Oregon Street, Seaside, asked if this was missed when the other work in the area was completed.

Mayor Larson stated this was the final piece where the billing was approved and the assessments would be sent to the property owners.

There were no other public comments and Mayor Larson closed the public hearing.

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

Motion to place Ordinance 2013-03 on its first reading by title only; carried unanimously. (Barber/Johnson)

Motion to place Ordinance 2013-03 on its second reading by title only; carried unanimously. (Johnson/Montero)

**CONTRACT AGREEMENT
SEASIDE FIRE DEPT.**

Mayor Larson stated there was a contract agreement for Clatsop and Washington Inter-County Mutual Aid and Emergency Assistance for the Seaside Fire Department.

Joey Daniels, Seaside Fire Chief, stated this was the same agreement the fire department had with Columbia County and Tillamook County and had been working for quite some time with Washington County for this agreement. Chief Daniels further stated this would allow fire services to be sent back and fourth. Once in a while there was a big fire in Seaside and the last one flooded all the resources in the area and left the County pretty empty. The agreement would also allow State Resources to be received if the department went over the twelve hour window.

Councilor Barber asked if there was a cost involved.

Chief Daniels stated the agreement was reciprocal and if Seaside sent resources to help, the City would still pay for those resources. Each department was responsible for any expense to their own resources that were sent out.

Motion to approve the contract for Clatsop and Washington Inter-County mutual aid and emergency assistance for the Seaside Fire Department; carried unanimously. (Barber/Phillips)

**ADDENDUM –
CLEANLINE CONTRACT**

Chief Daniels stated there was an agreement with Cleanline Surf, Co., when the library was sold to pay a portion of money into equipment for the lifeguard program and also some cash. The Seaside Fire Department only needed so many wetsuits and had not been able to use all of the \$5,000.00 for equipment that was received. Cleanline had select items that were sold and were utilized for the lifeguard program but there was only so much equipment that could be purchased Chief Daniels further stated Dave Rankin would speak about the program and the Addendum to the Cleanline Contract.

David Rankin, Safety/Training Officer, stated some of the things the lifeguard program was looking to utilize were rescue tubes, radios, rescue and lifeguard oriented items, and first aid items and Cleanline did not carry many of these items. Last year Chief Dale Kamrath spoke about wanting to cash out whatever equipment and supplies was left with the contract. Once the items needed for the lifeguard program were purchased then the fire department could maintain and replace items as needed. Mr. Rankin further stated the addendum was a change from the original contract from Cleanline Surf, Co., for the Lifeguard Program Donation which was a donation of \$5,000.00 for equipment and or other merchandise for the second, third, and fourth year of the five year contract and the lifeguard program was not in need of as much equipment, but could use additional cash. Mr. Rankin further stated the equipment received from Cleanline Surf, Co., was based on the retail value of the products provided; a conversion to cash would need to be discounted to reflect the wholesale cost of such products. Cleanline would provide to the City the equipment needed for the lifeguard program or a cash contribution in place of equipment that was equal to sixty percent of any waived equipment obligation. The payout of all remaining funds would be paid in two equal payments and split between the 2012-2013 fiscal years and the 2013-2014 fiscal year.

Council President Johnson asked if the items that Cleanline provided to the lifeguard program were being reimbursed at retail price.

Captain Rankin stated that was correct and the retail price was approximately fifty percent.

Councilor Barber stated the Seaside Fire Department could then buy the items at wholesale.

Captain Rankin stated that was correct and he had already contacted distributors and would receive wholesale prices when making purchases.

Mayor Larson stated when the City of Seaside sold the old library property to Cleanline Surf Co.; part of the purchase agreement was to provide equipment for the lifeguard program.

Motion to approve the addendum for the contract from Cleanline Surf Co., for the Lifeguard Program Donations; carried unanimously. (Johnson/Phillips)

Mayor Larson stated there was a very serious accident this last weekend and a very valuable City Employee, Mark Agalzoff, was lost and there with Susan Agalzoff, who was a volunteer for the Seaside Fire Department was Chief Daniels in uniform, two police officers in uniform, Robb the pastor from the Lutheran Church who was the fire department chaplain, and a doctor from the hospital. These people should be appreciated and Mayor Larson thanked the Seaside Fire Department and the Seaside Police Department.

**COMMENTS - STUDENT
REPRESENTATIVE**

Kegan Wallis, Student Representative, stated the Culinary Arts team was coming back from nationals tonight. There did not win but had a great time at nationals. It was spring sports season with track districts in three and half weeks and the track team was doing very well. The Seaside High School Band was the only band in the district contest to have qualifying scores for State and also went to the league band contest and won by quite a margin again. Band finals would be May 8, 2013. The Sadie Hawkins Dance was on Saturday, April 20, 2013. Senior Honors English class was working on the Oregon Coast Literary Award which comprised of all the students reading a different book from an author from Oregon. Seaside Graduation was scheduled for June 10, 2013.

COMMENTS – COUNCIL

Councilor Phillips stated she watched the live feed for the Seaside High School Culinary Team and the commentator stated "people you do not understand, these five students come from the smallest school represented at the National Competition, and there were three teams out of the fifteen schools that had more students in the Culinary program than all the students at the Seaside High School". Councilor Phillips further stated she was very proud of those five students.

Councilor Frank stated he was still in shock over the loss of Mark Agalzoff and services would be Wednesday, April 24, 2013, at the Convention Center.

Mayor Larson stated Mark Agalzoff was a 19 year employee for the City of Seaside and this was very difficult.

Councilor Lyons stated Ben Archibald was coming to Seaside May 11, 2013 and May 12, 2013 to run a football camp for grade school students and high school students.

Councilor Barber stated the Downtown Improvement District was very unique to the community for merchants to really pay out of their revenue to beautify the downtown shopping area. Pam Fleming and the City staff all did a fabulous job and all the beautiful planters downtown made a great statement for the City. Councilor Barber further stated Council was going to be very busy with a Budget meeting on Monday, April 29, 2013, but the Community Outreach Emergency Shelter was sponsoring a Fundraising Training Seminar at 6:30 pm, at the Bob Chisholm Community Center. Mary Herche was a part-time resident and was a trainer in the Northwest who assisted not-for-profit organizations to understand the art and science of fundraising. The seminar would be two and a half hours and was open to the public and was free. Representatives of not-for-profits were encouraged to attend. There would be a broad range of organizations represented from Clatsop County as well as North Tillamook County.

Council President Johnson stated he has had a lot of time off and in accordance with the City Council Goals he had read the Sign Ordinance. Councilor Johnson asked what was next.

Mayor Larson stated once the budget meetings were over all Councilors would read the Sign Ordinance and schedule a workshop to discuss the ordinance.

**COMMENTS – CITY
STAFF AND PUBLIC**

Neal Wallace, Public Works Director, stated tuff week at Public Works.

Russ Vandenberg, Convention Center & Visitors Bureau General Manager, stated the convention center was hosting the Adolescent Sexuality Event until April 23, 2013, the Mark Agalzoff Memorial on Wednesday, April 24, 2013, 11:00 am, and the Oregon State Elks April 25-27, 2013. Mr. Vandenberg further stated there would be ten to twelve members walking up and down the highway and that would be the local Rotary Club cleaning up the highway from 9:00 am to 11:00 am.

Esther Moberg, Seaside Library Director, stated the celebration at the Library was terrific this last Saturday in the midst of a very hard week. The Library was already planning the Summer Reading Program.

Bob Gross, Seaside Police Chief, thanked Council for being kind to him at the meeting. Chief Gross thanked Mr. Vandenberg for clarifying what Rotary would be doing this weekend because often there were calls received since Chief Gross was cleaning the highway with the group and people thought it was a work crew.

Mr. Vandenberg stated there were actually families that would bring their children back into the house because they thought the group was a work crew.

ADJOURNMENT

The regular meeting adjourned at 7:44 PM.

Kim Jordan, Secretary

DON LARSON, MAYOR

RESOLUTION #3790

A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE 2012-2013 CITY OF SEASIDE BUDGET

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adjusts the 2012-2013 budget, as follows:

	General Requirements		
	Present	Changes	New
Mayor & Council	\$ 17,685	\$ -	\$ 17,685
City Attorney	40,914	0	40,914
Business Office	431,357	0	431,357
Library	573,566	0	573,566
Non-Departmental	229,900	37,250	267,150
Community Center	47,050	0	47,050
Debt Services	273,533	0	273,533
Interfund Transfers	3,008,585	0	3,008,585
Contingency	50,000	(37,250)	12,750
Ending Fund Balance	388,900	0	388,900
Total	<u>\$ 5,061,490</u>	<u>\$ -</u>	<u>\$ 5,061,490</u>

The purpose of this adjustment is to provide for the GP tax payment, HR contract with Xenium, and the acquisition of a new computer for the City.

	Special Assessments Requirements		
	Present	Changes	New
Materials & Services	\$ 4,000	\$ 2,000	\$ 6,000
Capital Outlay	500,000	(5,702)	494,298
Interfund Transfer	0	3,702	3,702
Total	<u>\$ 504,000</u>	<u>\$ -</u>	<u>\$ 504,000</u>

The purpose of this adjustment is to provide for legal notices, interest, and engineering costs associated with the Venice Park LID.

	Water Requirements		
	Present	Changes	New
Personal Services	\$ 653,982	\$ -	\$ 653,982
Materials & Services	470,350	0	470,350
Capital Outlay	260,000	0	260,000
Interfund Transfers	527,279	(92,468)	434,811
Contingency	100,000	92,468	192,468
Ending Fund Balance	647,171	0	647,171
Total	<u>\$ 2,658,782</u>	<u>\$ -</u>	<u>\$ 2,658,782</u>

The purpose of this adjustment is to provide for a small increase in the transfer to Public Works and a decrease in the transfer to the General Fund for debt service payment. Funds placed in contingency.

**Sewer
Requirements**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Personal Services	\$ 622,872	\$ (11,000)	\$ 611,872
Materials & Services	696,424	(77,366)	619,058
Capital Outlay	195,000	(45,000)	150,000
Debt Service	364,513	1,900	366,413
Interfund Transfers	277,972	231,466	509,438
Contingency	100,000	(100,000)	0
Ending Fund Balance	<u>537,266</u>	<u>0</u>	<u>537,266</u>
Total	<u>\$ 2,794,047</u>	<u>\$ -</u>	<u>\$ 2,794,047</u>

The purpose of this adjustment is to provide for a small increase in the transfer to Public Works and a transfer to Special Assessments for sewer line expansion.

**Systems Development - Sewer (91)
Requirements**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Materials & Services	\$ 50,000	\$ -	\$ 50,000
Capital Outlay	417,790	(117,060)	300,730
Interfund Transfer	<u>0</u>	<u>117,060</u>	<u>117,060</u>
Total	<u>\$ 3,261,837</u>	<u>\$ -</u>	<u>\$ 3,261,837</u>

The purpose of this adjustment is to provide for a transfer to Special Assessments for sewer line expansion.

**Systems Development - Parks (91)
Requirements**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Materials & Services	\$ 25,000	\$ (22,252)	\$ 2,748
Capital Outlay	77,748	(77,748)	0
Interfund Transfer	<u>0</u>	<u>100,000</u>	<u>100,000</u>
Total	<u>\$ 102,748</u>	<u>\$ -</u>	<u>\$ 102,748</u>

The purpose of this adjustment is to provide for a transfer to Parks Construction for the Broadway Park project.

PASSED by the City Council of the City of Seaside this ____ day of _____, 2013.

SUBMITTED to the Mayor and **APPROVED** by the Mayor on this ____ day of _____, 2013.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

ORDINANCE NO. 2013-02

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. 2012-03, AND ALL ORDINANCES IN CONFLICT.

WHEREAS, the current Downtown Maintenance District expires on June 30, 2013; 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 \$92,051.00 annually. Based on the total assessed linear footage of 10,409.3 feet, the benefited properties within the Downtown Maintenance District will pay \$8.843150 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, 2013, 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 by March 22, 2013, 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 22, 2013, 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. 2012-03, adopted May 13, 2012, is repealed.

ADOPTED by the City Council of the City of Seaside on this ____ day of _____, 2013, by the following roll call vote:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

SUBMITTED to and **APPROVED** by the Mayor on this ____ day of _____, 2013.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

ORDINANCE NO. 2013-03

AN ORDINANCE DECLARING THE COST OF IMPROVEMENT OF PROPERTY ON A PORTION OF PINE STREET AND PORTIONS OF 25TH AVENUE BY THE PAVING OF ASPHALTIC CONCRETE, INSTALLATION OF STORM SEWER MAIN AND CONSTRUCTION OF CONCRETE VALLEY GUTTER TO HANDLE DRAINAGE AS REQUIRED BY CITY STANDARDS IN

SEASIDE, OREGON, DECLARING SUCH ASSESSMENTS AND DIRECTING THE ENTRY OF THE SAME IN THE DOCKET OF CITY LIENS.

THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

Section 1. That the Council has considered the proposed assessment for the improvement of property on a portion of Pine Street and portions of 25th Avenue by the paving of asphaltic concrete, installation of storm sewer main and construction of concrete valley gutter to handle drainage as required by city standards in Seaside, Oregon, and all objections made thereto and hereby ascertains, determines and declares the whole cost of the installation, in the manner provided by Ordinance No. 2011-07, to be \$127,609.04, to be assessed to the property benefited and that special and peculiar benefits accruing to each lot or part thereof or parcel of land in the assessment district, by reason of the installation and in just proportion of such benefits are in their respective amounts set opposite the number or description of each lot, or part thereof, or parcel of land in the annexed assessment roll, which is hereby adopted and approved as the assessment for the installation.

Section 2. That the City Manager of the City of Seaside, Oregon, is hereby directed to enter a statement of the assessment made in the docket of liens and cause notice to be published as provided by City Ordinance.

Section 3. That after duly considering the Engineer's proposed assessments, it is hereby established that the assessments for the improvement may be paid as follows:

Cash within ten (10) business days of notice of final assessment, or payments over a twenty-year period in semi-annual installments to the City, with interest at six and one-quarter percent (6.25%) per annum on the unpaid balance.

ADOPTED by the City Council of the City of Seaside this ____ day of _____, 2013, by the following roll call vote:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

SUBMITTED to and **APPROVED** by the Mayor on this ____ of _____, 2013.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

RESOLUTION #3789

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 _____, 2013.

SUBMITTED to the Mayor and APPROVED by the Mayor on this ____ day of _____, 2013.

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

FRANCHISE AGREEMENT

This Non-Exclusive Telecommunications Network Franchise Agreement ("Franchise") is entered into this ____ day of _____, 2013, between the City of Seaside ("City") and CoastCom, Inc. ("Franchisee").

Section 1: Definitions:

Gross Revenues: revenue received by Franchisee from its customers in the City derived from Telecommunications Services provided by Franchisee using the Telecommunications Network and as further described in Section 11, excluding any taxes, access or similar governmental fees or charges. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

Rights-of-Way: the present and future streets, viaducts, roadways, alleys, public highways, and avenues in the City, including rights-of-way held in fee, or by virtue of an easement or dedication.

Telecommunications: the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Telecommunications Network: infrastructure owned by Franchisee or which Franchisee has the right to use under a third party agreement utilizing one or more facilities located within the Rights-of-Way, including, but not limited to, anchors, cables, conduit, laterals, lines, poles, vaults, wires, and other appurtenances, necessary or convenient to the provision of access to the Internet and Telecommunications Services.

Telecommunications Services: the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities uses.

Section 2: Grant of Franchise:

The City hereby grants to Franchisee, its successors and assigns as authorized herein, a nonexclusive right, privilege, and authority to erect, construct, operate, repair, and maintain in, under, upon, along, across, and over the Rights-of-Way, its lines, poles, anchors, wires, cables, conduits, laterals, and other necessary or convenient fixtures and equipment, for the purpose of constructing, operating, maintaining, and repairing a competitive Telecommunications Network within the City ("Franchise").

Section 3: Franchise Not Exclusive:

The Franchise shall not be construed as a limitation upon the right of the City to grant to other persons or corporations, including itself, rights, privileges, and authority the same as, similar to or different from the rights, privileges, and authority herein set forth, in the Rights-of-Way, by franchise, permit or otherwise; provided, however, that any such grant shall be done in a competitively neutral and non-discriminatory manner with respect to the rights, privileges, and authority afforded Franchisee.

Section 4: Term and Termination:

The term of this Franchise shall be five (5) years, commencing with the effective date of this Agreement. At the end of the term of this Franchise, if the City and Franchisee are negotiating an extension of this Franchise or a new franchise agreement and have not concluded their negotiations, then the term of this Franchise shall automatically be extended until termination of the negotiations by either party, or until the City extends the Franchise or grants a new franchise agreement which is accepted by Franchisee, whichever occurs first.

Within one hundred eighty (180) days after termination of this Franchise, Franchisee shall remove the facilities owned by Franchisee from the Rights-of-Way. Should Franchisee fail to remove its facilities within the one hundred eighty (180) day period, the City may do so.

Section 5: No Limitation of City Authority:

(a) Except as provided in Section 6, nothing in this Franchise shall in any way be construed or interpreted to prevent or limit the City from modifying or performing any work in the Rights-of-Way, granting other franchises for use of the Rights-of-Way, or adopting general ordinances regulating use of or activities in the Rights-of-Way.

(b) In the event that any portion of Franchisee's infrastructure interferes with any present or future use the City desires to make of the Rights-of-Way, Franchisee shall upon request and at its sole expense, promptly relocate such infrastructure, and unless otherwise directed by the City, restore the area where such relocation occurs to as good a condition as existed before the work was undertaken; provided, however, if Franchisee has relocated the same facilities at the request of the City within the prior two (2) years, then Franchisee's cost of relocation and restoration shall be paid by the City if it requested the subsequent relocation.

(c) Except as otherwise provided by law, and subject to Section 6, nothing in this Franchise shall be construed to give Franchisee any credit or exemption from any nondiscriminatory, generally applicable business tax, or other tax now or hereafter levied upon Franchisee's taxable real or personal property, or against any permit fees or inspection fees required as a condition of construction of any improvements upon Franchisee's real property and imposed under a generally applicable ordinance or resolution.

Section 6: Competitively Neutral Application:

The City shall impose on a competitively neutral and nondiscriminatory basis similar terms and conditions upon other similarly situated providers of Telecommunications Services operating within the City. Any requirement imposed on Franchisee that is determined not in compliance with this Section 6 shall be unenforceable against Franchisee.

Section 7: Construction, Maintenance, and Repair of Infrastructure:

(a) Franchisee may make excavations in the Rights-of-Way for the purpose of constructing, erecting, laying, maintaining, placing, or repairing Franchisee's infrastructure, and shall repair, renew, and replace the same as reasonably possible to the condition that existed prior to such excavation. Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to and approved by the City, such plans to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City, and maintained by the City as confidential and exempt from public disclosure to the maximum extent allowed by law. Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted by the City, or any other governmental authority having jurisdiction over the Rights-of-Way. Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

(b) In the event emergency repairs are necessary for Franchisee's facilities, Franchisee may immediately initiate such emergency repairs. Franchisee shall give notice to the City's Department of Public Works by telephone, electronic data transmittal or other appropriate means as soon as is practicable after commencement of work performed under emergency conditions.

Franchisee shall make such repairs in compliance with applicable ordinances and regulations, and shall apply for any necessary permits no later than the business day next following the discovery of the need for such repairs.

(c) Franchisee shall construct and maintain its Telecommunications Network in a manner so as to not interfere with the City sewer or water systems or other City facilities.

Section 8: Insurance:

(a) During the term of this Franchise, Franchisee, at its own cost and expense, shall provide and maintain workers' compensation insurance for all its subject workers, and general liability insurance with a limit of not less than \$1,000,000 for each occurrence of bodily injury, and \$2,000,000 for property damage, which coverage shall include contractual liability coverage for the indemnity provided under this Franchise, and name the City, its officials, officers, employees, and agents as additional insured's with respect to Franchisee's activities pursuant to this Franchise.

(b) Insurance policies provided by Franchisee shall include a provision requiring written notice by the insurer to the City not less than thirty (30) days prior to cancellation or material change in coverage. If insurance coverage is canceled or materially changed, Franchisee shall prior to the effective date of such cancellation or material change, obtain the coverage required under this Section 8, and provide the City with documentation of such coverage.

(c) Within thirty (30) days of the effective date of this Franchise, Franchisee shall provide the City with a certificate of insurance executed by an authorized representative of the insurer or insurers evidencing Franchisee's insurance coverage's under subsection (a).

Section 9: Transfers and Change in Control:

(a) Except as provided in subsection (c), Franchisee shall not sell or otherwise transfer its rights in this Franchise without the written consent of the City, such consent to not be unreasonably withheld.

(b) If Franchisee wishes to transfer its rights in this Franchise pursuant to a transfer requiring written consent of the City, then Franchisee shall give the City notice of the proposed transfer and request consent for the transfer. The City shall have one hundred eighty (180) days to act upon a request for consent to a transfer. If the City fails to render a final decision on the request within said one hundred eighty (180) days, then the consent shall be deemed given, unless Franchisee and the City agree to an extension of time. Within sixty (60) days following a transfer that required written consent of the City, Franchisee shall deliver to the City documentation evidencing the transfer and an acknowledgment of the transferee that it agrees to be bound by the terms and conditions of this Franchise. A transfer requiring consent of the City that is made without the written consent of the City shall render this Franchise subject to revocation.

(c) Franchisee shall not be required to obtain consent of the City to Franchisee's use of its property or this Franchise as collateral, however, the Telecommunications Network franchised hereunder, including any portion thereof used as collateral, shall continue to be subject to the provisions of this Franchise. Franchisee shall not be required to obtain consent of the City to a sale of tangible assets of Franchisee or to a transfer of this Franchise to a Telecommunications Services company having a majority of its beneficial ownership held by Franchisee, a parent of Franchisee, or an affiliate of Franchisee.

Section 10: Indemnification:

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Franchise, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive termination of this Franchise.

Section 11: Compensation:

(a) Except as otherwise provided below, Franchise shall pay to the City during the term of this Franchise an amount equal to seven percent (7%) of Franchisee's Gross Revenues ("Franchise Fee"). Franchisee may offset against the Franchise Fee any fee or charge paid to the City in connection with Franchisee's use of the Rights-of-Way when the fee or charge is not imposed under a generally applicable ordinance or resolution. Uncollectibles, bad debts, and other accrued amounts shall be excluded from Gross Revenues until actually collected. In determining Gross Revenues, revenue from point to point or multi-point services shall be based on the pro-rata share of the revenue from those services.

(b) In the event any law, rule or regulation applicable to this Franchise limits the Franchise Fee to below seven percent (7%) of Franchisee's Gross Revenues, then Franchisee shall pay the lesser permissible amount. If such law, rule, or regulation is later repealed or amended, then following the effective date of such repeal or amendment, Franchisee shall pay the higher amount up to but not exceeding seven percent (7%) of Franchisee's Gross Revenues.

(c) The Franchise Fee shall be computed and paid quarterly for the preceding quarter, as of March 31, June 30, September 30, and December 31, each quarterly payment due, and payable no later than forty five (45) days after such dates. Not later than the date of each payment, Franchisee shall deliver to the City a written statement, in a form satisfactory to the City and signed by an officer of Franchisee, identifying in the amount of Gross Revenues and the computation basis and method for the quarter for which payment is made.

(d) The Franchise Fee shall not be deemed to be in lieu of or a waiver of any ad valorem property tax which the City may now or hereafter be entitled to, or to participate in or to levy upon the property of Franchisee.

Section 12: Extension of City Limits:

Upon annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All facilities owned, maintained, or operated by Franchisee located within any public rights-of-ways of the annexed territory shall be subject to all of the terms of this Ordinance.

Section 13: Right to Inspect Records:

In order to manage Franchisee's use of the Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of Franchisee's Telecommunications Network; the amount collected by Franchisee from users of Telecommunications Services provided by Franchisee via its Telecommunications Network;

the character and extent of the Telecommunications Services rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise.

The City agrees that such information is confidential and that the City shall use such information only for the purpose of managing the Rights-of-Way, determining Franchisee's compliance with the terms of this Franchise, and verifying the adequacy of Franchisee Fee payments. The City further agrees to protect such information from disclosure to third parties to the maximum extent allowed by law.

Section 14: Right to Perform Franchise Fee Audit or Review:

The City shall have the right to conduct an audit or professional review of Franchisee's books and records by an independent private auditor for the sole purpose of determining the Gross Revenues and accuracy of the Franchise Fee payments; provided, however, that any audit or review must be commenced not later than three years after the date on which the Franchise Fee payment was due. The cost of any audit or review shall be borne by Franchisee and the City depending on the difference in the amount shown to be due as follows: less than ten percent (10%) additional due - by the City, from ten percent (10%) to twenty percent (20%) additional due - by Franchisee and the City equally, and over twenty percent (20%) additional due - by Franchisee. The City agrees to protect from disclosure to third parties, to the maximum extent allowed by law, any information obtained as a result of its rights pursuant to this Section 14 and any compilation or other derivative works created using information obtained pursuant to the exercise of its rights hereunder.

Section 15: Right to Inspect Construction:

The City or its representatives shall have the right to inspect all construction or installation work performed pursuant to this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of this Franchise and other pertinent provisions of law relating to management of the Rights-of-Way.

Section 16: Limited Waiver of Sovereign Immunity; Venue:

(a) The City may have sovereign or other immunities which might prevent or impair enforcement or enjoyment of the terms of this Franchise. Without making a general waiver, limitation or modification of such sovereign or other immunities, the City hereby expressly grants, in favor of Franchisee, a limited, non-assignable waiver of its immunities for claims arising under this Franchise, it being the intent of the parties that the waivers herein provided shall result in the terms and conditions of this Franchise being enforced in a competitively neutral manner. Notwithstanding any applicable statute of limitations or other law, these limited waivers of sovereign immunity shall expire when all obligations under this Franchise have been fully and completely performed or the passage of twenty four (24) months from the termination of this Franchise, whichever is later.

(b) Venue for any proceeding brought to enforce any term or condition of this Franchise shall be the Circuit Court of the state of Oregon for Clatsop County; provided, however, that should any proceeding be brought in a federal forum, such proceeding shall be brought in the U.S. District Court of Oregon in Portland, Oregon, with the parties stipulating to trial in Portland, Oregon.

Section 17: Limitation of Liability:

Franchisee and the City agree that neither shall be liable to the other for any indirect, special, or consequential damages, or any lost profits, arising out of any provision or requirement contained herein, or, in the event this Franchise or any part hereof, is determined or declared to be invalid.

Section 18: Compliance with Applicable Laws:

Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted.

Nothing contained in this Franchise shall be construed as authorizing Franchisee, its officers, employees, or agents, to violate any federal, state, or local law. Nothing contained in this Section 18 shall be construed as requiring Franchisee to comply with any federal, state, or local law that is repealed or otherwise rendered unenforceable subsequent to the adoption of this Franchise.

Section 19: Notice:

Any notice provided for under this Franchise shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, (2) sent overnight by commercial air courier, or (3) sent by facsimile transmission, provided receipt of such facsimile is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address or such other address as either party may specify in writing:

City of Seaside
989 Broadway
Seaside, OR 97138
Phone: 503-738-5511
Facsimile: 503-738-5514

CoastCom, Inc.
151 E Olive Street
Newport, OR 97365
Phone: (541) 574-9999
Facsimile: (541) 265-8946

Notice shall be deemed effective upon the earliest date of actual delivery; three business days after deposit in the U.S. mail as provided herein; one business day after shipment by commercial air courier; or the same day as transmitted by facsimile, provided transmission of such facsimile is confirmed in writing as provided herein.

Section 20: Captions:

The captions to Sections of this Franchise are intended solely to facilitate reading and reference of the Sections and provisions contained herein, and shall not affect the meaning or interpretation of any Section or provision of this Franchise.

Section 21: Severability:

If any part of this Franchise becomes or is held to be invalid for any reason, the determination shall affect only the invalid portion of this Franchise. In all other respects this Franchise shall remain in full force and effect as if the invalid provision had not been part of this Franchise.

Section 22: Waiver:

(a) The City is vested with the power and authority to reasonably regulate, and manage, the Rights-of-Way in a competitively neutral and non-discriminatory manner, and in the public interest. Franchisee shall not be relieved of its obligations to comply with any provision of this Franchise by reason of the failure of the City to enforce prompt compliance, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.

(b) No provision of this Franchise shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. However, if Franchisee gives written notice of a failure or inability to cure or comply with a provision of this Franchise, and the City fails to object within a reasonable time after receipt of such notice; such provision shall be deemed waived.

Section 23: Service to Police Department Building:

(a) The Franchisee shall, install and maintain a fiber optic cable with Internet access including at least ten (10) megabits of bandwidth (at a charge of \$50.00 a month) and five (5) routable IP addresses to the Seaside Police Department located at 1091 S. Holladay, Seaside, OR,. (The bandwidth would not be throttled and this would allow a burst of up to 100 megabits for short periods which would be helpful for cloud backups which push data upstream).

Approved by the City Council of the City of Seaside on this ____ day of _____, 2013.

Approved: _____ Approved as to form: _____
Don Larson, Mayor Dan Van Thiel, City Attorney

Attest: _____
Mark J. Winstanley, City Manager

CoastCom, Inc. _____
Greg Païser, President

SEASIDE CITY TREE BOARD

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

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

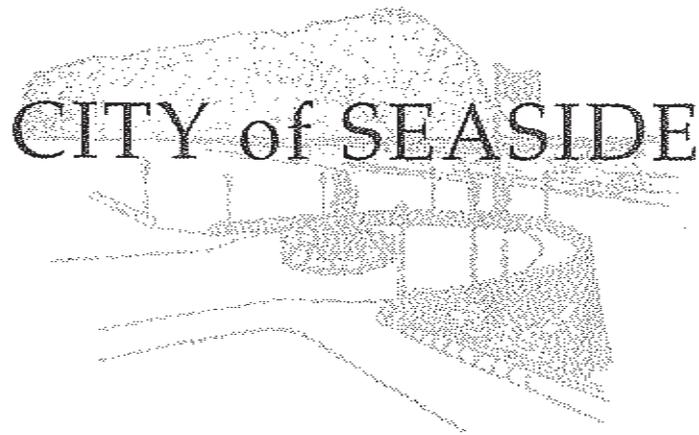
The Board consists of five members, appointed by the City Council for a three-year term, and who are residents, or owners or employees of businesses within the city limit.

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** May 13, 2013
Name: Craig Sorter
Commission/Committee: City Tree Board Committee
Resignation Date: N/A
Term Expiration Date: June 30, 2013
Wants to be considered again: Yes
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

CITY TREE BOARD

Term of Office: 3 years

Number of Members: 5

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
CRAIG SORTER	840 5 TH AVENUE	440-7201	6/30/2013
JON WICKERSHAM	1031 7 TH AVENUE	440-4816	6/30/2014
PAM FLEMING	1255 AVENUE 'B'	738-5637	6/30/2014
JASON SMITH	1021 7 TH AVENUE	738-9461	6/30/2015
RICHARD BAILEY	1358 S. WAHANNA	739-1599	6/30/2015
NEAL WALLACE	989 BROADWAY	738-5112	STAFF REPRESENTATIVE
STUBBY LYONS	325 ALPINE	738-5387	COUNCIL REPRESENTATIVE

SEASIDE AIRPORT COMMITTEE

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

The committee consist of the following permanent members: the Public Works Director/City Engineer (or designee), a member of the Seaside City Council, a member of the Gearhart City Council, and six (6) non-permanent citizen members, who are not employees of the City, and at least four (4) of the non-permanent citizens shall reside within the City limits who shall serve as members-at-large.

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

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

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

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** May 13, 2013

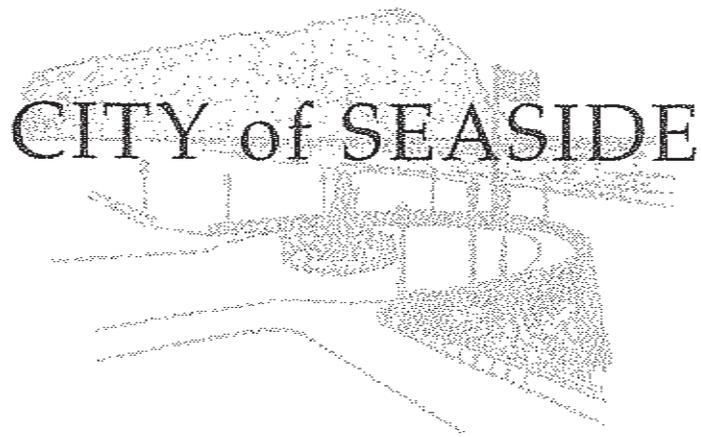
Name: Teri Carpenter
Tracy MacDonald

Commission/Committee: Seaside Airport Committee

Resignation Date: N/A

Term Expiration Date: June 30, 2013

Wants to be considered again: Carpenter - Yes
MacDonald - Yes
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



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

AIRPORT COMMITTEE

Term of Office: 3 years

Number of Members: 9

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>	
TERI CARPENTER	220 AVENUE 'U'	425-246-9962	6/30/2013	
TRACY MACDONALD	451 HILLSIDE LOOP	738-8140 739-2269	6/30/2013	
RANDALL HENDERSON*	89066 OCEAN DRIVE WARRENTON, 97146	503-577-6153	6/30/2014	
ROY BENNETT	2026 FERNWOOD ST.	738-4102	6/30/2014	
DIANNE WIDDOP	PO BOX 2116 GEARHART	738-6212	6/30/2015	Mayor Gearhart
STEVE PHILLIPS	217 BROADWAY	738-5402	6/30/2015	
NEAL WALLACE	989 BROADWAY	738-5112	6/30/2015	Public Works
DON JOHNSON	PO BOX 372	738-7535	6/30/2015	City Council
BRUCE FRANCIS	90250 STONE LINE DR. WARRENTON, 97146	440-0033	6/30/2015	

*Chair

SEASIDE PARKS ADVISORY COMMITTEE

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

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

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

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

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** May 13, 2013

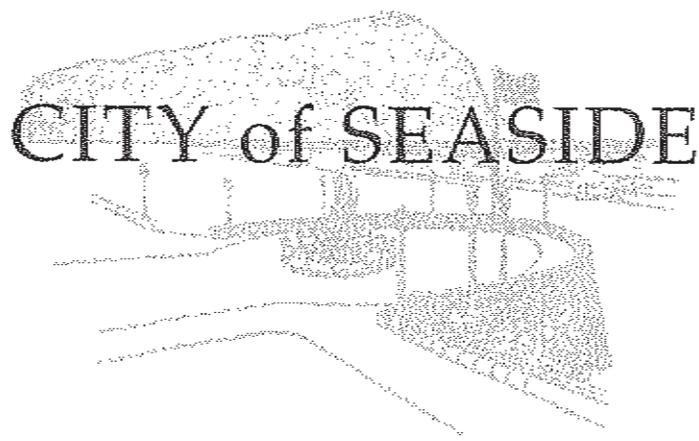
Name: Steven Phillips
Chris Quackenbush

Commission/Committee: Parks Advisory Committee

Resignation Date: N/A

Term Expiration Date: March 31, 2013

Wants to be considered again: Phillips - Yes
Quackenbush - Yes
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

PARKS ADVISORY COMMITTEE

Term of Office: 3 years
Number of Members: 7
Chairperson*
Vice Chairperson**
Secretary***

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXP.</u>
STEVEN PHILLIPS	217 BROADWAY	738-5402	3/31/2013
CHRIS QUACKENBUSH	950 Avenue 'K'	440-2827	3/31/2013
TOM HORNING***	808 26 th AVENUE	738-5770	3/31/2014
JASON BOYD*	1940 HUCKLEBERRY	738-4363	3/31/2014
MARY BLAKE	1668 WHISPERING PINES	717-3810	3/31/2014
MICHAEL HINTON	1015 S. IRVINE PL.	738-5748	3/31/2015
NANCY HOLMES	1520 COOPER ST.	717-1614	3/31/2015

JAY BARBER
NEAL WALLACE

PO BOX 1013
1187 AVENUE 'U'

717-5017
738-5112

jbarber@warnerpacific.edu
nwallace@cityofseaside.us

COMMUNITY CENTER & SENIOR COMMISSION

The purpose of the Community Center and Senior Commission is to be an advisory body to recommend and make suggestions to the City Council concerning matters relating to the well being of the community center and seniors of the city. Receive direction from the Council concerning matters relating to the well being of the community center and seniors of the City.

The commission consists of nine members who are not officials or employees of the city and who shall be appointed by the City Council. A minimum of five members shall reside within the city limits; a maximum of four members may reside within the Urban Growth Boundary, but outside the City limits.

A Community Center and Senior Commissioner's term of office shall commence on June 1, of each year of his/her term. At the first Commission meeting in June, the Commission will appoint one of their members as Chairperson and one as Vice-Chairperson. One member of the Commission will serve as secretary and minutes will be filed with the City Council.

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** May 13, 2013

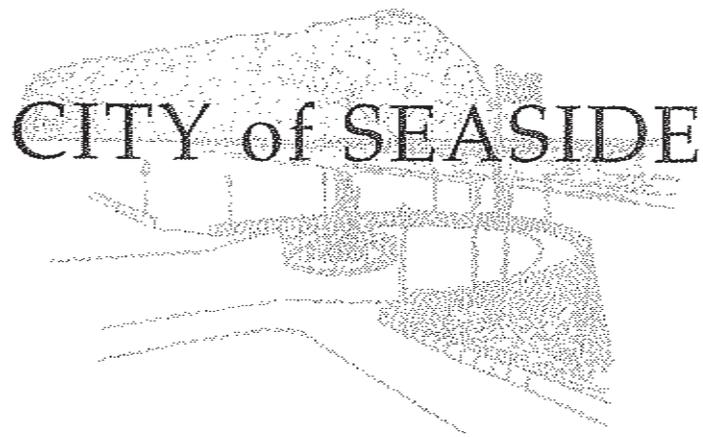
Name: Piper O'Brien
Greta Passetti
Molly Irons

Commission/Committee: Community Center & Senior Commission

Resignation Date: N/A

Term Expiration Date: June 1, 2013

Wants to be considered again: O'Brien - Yes
Passetti - Yes
Irons -- Yes
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

COMMUNITY CENTER & SENIOR COMMISSION

Term: 3 years

Number of Members: 9

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
PIPER O'BRIEN	720 S. LINCOLN	738-3169	6/01/2013
GRETA PASSETTI*	2556 QUEEN ST.	738-6583	6/01/2013
MOLLY IRONS	221 7 TH AVENUE	738-7005	6/01/2013
DORIS SNODGRASS	1185 AVE. 'E'	738-7827	6/01/2014
JOE (FRED) FISHER	2556 QUEEN ST. #1	738-9897	6/01/2014
JOAN BOESEN	PO BOX 967	717-1302	6/01/2014
LOUIS NEUBECKER	1859 BROADWAY	717-0152	6/01/2015
JUNE STROMBERG	507 15 TH AVENUE	738-6332	6/01/2015
LEILA VERNOR	764 3 RD AVENUE	738-4352	6/01/2015

*CHAIR