

**AGENDA SEASIDE CITY COUNCIL MEETING  
MARCH 12, 2012 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. COMMENTS – PUBLIC
6. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
7. CONSENT AGENDA
  - a) PAYMENT OF THE BILLS – \$549, 125.57
  - b) APPROVAL OF MINUTES – FEBRUARY 27, 2012 REGULAR MINUTES
  - c) RESOLUTION #3758 – A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADOPTING AND APPROPRIATING A BUDGET ADJUSTMENT TO THE 2011-2012 CITY OF SEASIDE BUDGET
8. UNFINISHED BUSINESS:
  - a) VACANCY - CITY TREE BOARD  
TRANSPORTATION ADVISORY COMMISSION
9. NEW BUSINESS:
  - a) LIQUOR LICENSE APPLICATION – MOODY’S SUPPER HOUSE, 20 N. HOLLADAY
  - b) LIQUOR LICENSE APPLICATION – NORMA’S SEAFOOD AND STEAK
  - c) SEASIDE POLICE DEPARTMENT ANNUAL REPORT, BOB GROSS
  - d) SEASIDE CIVIC AND CONVENTION CENTER ANNUAL REPORT, RUSS VANDENBERG
  - e) CLATSOP AND TILLAMOOK INTER-COUNTY MUTUAL AID AND EMERGENCY ASSISTANCE AGREEMENT – FIRE DEPARTMENT
10. COMMENTS FROM THE STUDENT REPRESENTATIVE
11. COMMENTS FROM THE COUNCIL
12. COMMENTS FROM THE CITY STAFF
13. ADJOURNMENT

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

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

- 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, Dana Phillips, Jay Barber, Tim Tolan, and Tita Montero.
- Absent: None.
- Also Present: Mark Winstanley, City Manager; Dale Kamrath, Seaside Fire Chief; Kevin Cupples, Planning Director; Russ Vandenberg, Convention Center & Visitors Bureau General Manager; Adrian Velazquez, Student Representative; Nancy McCarthy, Daily Astorian; and Jeremy Ruark, Seaside Signal.
- AGENDA** Motion to approve the February 27, 2012 agenda; carried unanimously. (Lyons/Phillips)
- PROCLAMATION** Kevin Cupples, Planning Director, read the Proclamation for Earthquake Awareness and Tsunami Preparedness Month.
- COMMENTS – PUBLIC** Tim Mancill, 755 N. Wahanna, Seaside, stated he attended the meeting because of the agreement between the City of Seaside and the City of Gearhart to supply water to Gearhart during the four driest months of the year which was during the summer. Gearhart had been misleading their citizens for the last few years about the water. Mr. Mancill took care of customers lawns in Gearhart and found out Gearhart did not have a full water right. The State was requiring the City of Gearhart to have an alternate source for water. Mr. Mancill further stated Seaside believed that providing Gearhart with water would be temporary until Gearhart had a full water right. Mr. Mancill was concerned that providing Gearhart with water would not be temporary and Seaside would provide water permanently. The taxpayers of Seaside were paying the bill for the water tanks by property taxes and in City rate payers. Seaside was providing Gearhart with water when the residents were paying zero property taxes toward that tank and the charge would be at an in City rate of \$2.51 per 100 cubic foot of water or 750 gallons of water. The out of City customers in Seaside were paying \$5.02 per 100 cubic foot of water. Warrenton was charging Gearhart \$5.05 for 100 cubic foot of water and right now was not much higher then Seaside. Mr. Mancill further stated if the City of Seaside had the capacity to supply Gearhart with water would it be permanent and how much should the City be charging Gearhart for the water.
- Mayor Larson stated the City was dealing with attorneys and the Public Works department and Council was assured the arrangement was good. The agreement was temporary as approved. Mayor Larson further stated each City works together and if Seaside needed water then Gearhart would be there to provide water.
- Mr. Mancill stated the State had informed Gearhart that they would need the water rights four months out of the year every summer and he did not know if that was what the City of Seaside had approved.
- Mark Winstanley, City Manager, stated the City had the right to terminate the agreement with sixty days notice.
- 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 \$364, 170.59; February 13, 2012, minutes; Intergovernmental Agreement Site Specific Supplemental – Tillamook/Clatsop Connection; and Wastewater Treatment Plant Belt Press Equipment; carried unanimously. (Barber/Johnson)
- VACANCY – CITY TREE BOARD** Mayor Larson stated there was one vacancy on the City Tree Board with no applications received. Mayor Larson asked the press to advertise the vacancy.
- VACANCY – TRANSPORTATION ADVISORY COMMISSION** Mayor Larson stated there were seven vacancies on the Transportation Advisory Commission with seven applications received from Dale McDowell, Bill Carpenter, Kathleen Teeple, Terry Hartill, Russ Earl, Michael Tucker, and Robert Perkel. Mayor Larson stated Council wished to leave the vacancy open for more applicants.

SEASIDE CONVENTION  
CENTER COMMISSION  
ANNUAL REPORT

Randy Frank, Seaside Convention Center Commission Chair, stated the newest member Roger Schultz had attended the Council meeting along with staff members Russ Vandenberg, and Kathy Bartles. Mr. Frank further stated there were seven member of the Commission who were Randy Frank, Roger Schultz, Terry Bichsel, Jeff Kilday, Chuck Miner, Seth Morrissey, and Mark Posalski. There were three subcommittees with the Commission and that was Advertising/Marketing, Building Operations, and Budget Finance. Mr. Frank further stated in 2011 the center produced 237 event days with an economic impact of approximately \$38,900,000.00, there were a total of approximately 21,500 attendees. In 2011 the Convention Center had 52 conventions, 13 fundraisers, 5 tradeshow, and 39 civic events. The Convention Center celebrated a 40<sup>th</sup> Anniversary in 2011. Mr. Frank further stated the Convention Center continued to improve the quality of performance in 2011 with a new oven installed, beverage bar was purchased, and tables were replaced. In 2012 there would be a new finish put on the Pacific Room floor, video screens and projectors for the Necanicum room, new stage and scenery in the Pacific Room, and a new web page was being developed. Mr. Frank further stated there would hopefully be a mural of the postage stamp like the one down town which would be a nice addition to the South-west corner of the Convention Center building. There would also be a new Food and Beverage Service Contract awarded in November, 2012. Mr. Frank further stated he would like to applaud the Council and City Manager for recognizing the benefits and the impact of the Convention Center and for the continuing support. Seaside had weathered the current recession and Seaside does appreciate the visitors to the City. Mr. Frank thanked Jon Rahl from the Visitors Bureau with some work that had been done in conjunction with Russ Vandenberg which added a benefit that gave to the Convention attendees. Mr. Frank further stated there was an evaluation that went out to people who booked Conventions and in the past they were mailed and now were done online. In 2011 there were 87 evaluations sent out and there were 51 who responded and the approval rating was 97%. The entire staff was proud of the Convention Center. Mr. Frank read a sample letter from a speaker that attended an event who praised the Convention Center staff for everything that they had done.

Mayor Larson stated the staff at the Convention Center was marvelous and great attitude.

SEASIDE FIRE  
DEPARTMENT ANNUAL  
REPORT

Dale Kamrath, Seaside Fire Chief, stated although 2010 had brought a reduction in activity for the year in Seaside, 2011 saw the Fire Department return the activity level close to the 2009 records. The Fire Department had seventy-nine more alarms, for a 10.15% increase from 2010, although this was still a 3% decrease from 2009 alarms. The Fire Department had been very active delivering Training, Safety meetings, Training meeting and a very significant increase in activities such as Building inspections and community activities, supporting the Police Department with their annual training rodeo and other groups with events like National Night Out, Seaside School Sports, Fourth of July activities and the Safety Fair. Chief Kamrath further stated the volunteers had been very active this past year providing in excess of 7872 personnel responses to the 857 alarms, or an average of 9.19 members per alarm response. Basing the responses to a one hour minimum of response time, and utilizing the Oregon Average for Volunteer Value of \$18.47/hour for 2011 would compute to an amount of \$145,396. The volunteers had additionally committed in excess to of 1082 drills at the minimum of two (2) hours. The volunteers had participated in 3077 hours of training time to the department, which computed at the hourly average of \$18.47/hour computes to \$56,382. In addition, they had committed an additional 326 hours of meetings between Safety, Training, and Officer Groups for an additional amount of \$6,021. These combined amounts total \$208,249 in savings, which was not totally inclusive of additional time given on special projects; extra untracked training; community activities like football standby, safety faire, etc.; and to the care of the facilities and equipment. Chief Kamrath further stated the volunteer ranks had fluctuated from a high during the year of 46 personnel to the low of 38 personnel. There were members that had given many years of service to the department, including members with current longevity as of this year with Bard at 50 years, Dague at 39 years, Barker at 34 years, Schmidt at 30 years, retired Assistant Chief Joe Sopko at 30 years, and Colin Houston, Tony Biamont, and Mike Smith receiving 20 years. In addition, there were members ranging from 19 years to a couple of brand new recruits. Chief Kamrath further stated as the activity increased in the past five years, and the fire department continued to be the frugal department of the City. As the activity had increased from 2005 to 2011 from 726 alarms, drills and meetings to this years total of 952 activities; the department had seen the budget go from the 2007/2008 amount of \$511,258, which did not include the additional third paid position to the current 2011/2012 budget of \$26,282. Chief Kamrath further stated on behalf of the Seaside Fire Department, he thanked the Mayor, City Council members, City Manager, City Staff, and citizens of Seaside for allowing the presentation of the annual report.

ORDINANCE #2012-02

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, REPEALING ORDINANCE NO. 94-48, PUBLIC LIBRARY

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 2012-02 on its third reading by title only; carried unanimously. (Lyons/Tolan)

Motion to adopt Ordinance 2012-02; carried with the following roll call vote: (Tolan/Montero)

YEAS: PHILLIPS, LYONS, JOHNSON, MONTERO, BARBER, TOLAN, LARSON  
NAYS: NONE  
ABSENT: NONE  
ABSTAIN: NONE

**COMMENTS – STUDENT REPRESENTATIVE**

Mayor Larson stated Adrian Velazquez was an outstanding Jazz Musician. Mayor Larson read in the Jazz Festival program that at the 2011 Seaside High School Pop Concert Mr. Velazquez was awarded the Lewis Armstrong Award by Terry Dahlgren who was the band director. Mr. Velazquez also had attended several camps and was a really sharp musician. Mayor Larson thanked Mr. Velazquez for what he offered to the high school as a musician and the acting piece in a play.

Councilor Lyons stated Mr. Velazquez was also taking piano lessons.

Adrian Velazquez, Student Representative, stated there was a performance Friday, February 24, 2012, and Saturday, February 25, 2012, for the school musical Zombie Prom. The Seaside High Jazz Band performed Saturday, February 25, 2012 at the Jazz Festival in Seaside. The school musical Zombie Prom would perform again Thursday, March 1, 2012, Friday, March 2, 2012, and Saturday, March 3, 2012. The playoff game for basketball would be Saturday, March 7, 2012, in Corvallis. The Symphonic Band would be at districts in St. Helens and the Robotics Team would be going to the Coliseum in Portland for a Robotics Competition.

**COMMENTS – COUNCIL**

Councilor Phillips thanked the Convention Center Commission and Seaside Fire Department for the annual reports that were given. Councilor Phillips stated kudos goes to the Convention Center and the way it was ran. Councilor Phillips had been to many Convention Centers and was very proud of that focal point in the community.

Councilor Lyons stated on Saturday, February 25, 2012, Seaside had the first annual Rugby Game played at Broadway Field with Oregon State University against Willamette University. Even though it was very cold there was quite the crowd that showed up and the Rugby players were playing in shorts and t-shirts. Councilor Lyons further stated the players and coaches really loved the facility and wanted to come back to play another game next year. Rugby was a big sport in the mid-west and the east. The name Rugby came from the town of Rugby, England and was played in many countries. There was a trophy presented to Oregon State University who had won the game.

Councilor Montero stated she was in Washington DC and had a wonderful time and was able to watch Suzanne Bonimici get sworn in. Representative Suzanne Bonamici was in Astoria for a town hall meeting on Saturday, February 25, 2012. Representative Bonamici assured the audience that she was very conscience of the need to have a representative in this area and would be very responsive to the coast. Ms. Montero further stated Tuesday, March 6, 2012, there was a United Way Event called the Lite Bite at Baked Alaska in Astoria and there would be ten chefs from around the area at the event.

Councilor Barber stated the Seaside Fire Department had only three full time employees. The volunteer fire department was men and woman who were available to serve whenever needed which was how Seaside was protected. Councilor Barber further stated the fire department was impressive and thanked them for all the hard work.

Councilor Tolan stated two departments to be proud of in the City were the Seaside Fire Department and the Convention Center. Councilor Tolan further stated if attending the Rugby game in the future and its thirty degrees outside just go inside the pool to swim and you can watch the game from inside.

Council President Johnson stated he appreciated the good reports that were given.

Mayor Larson stated the Rugby Game was very interesting and the turn out was quite good when you think about how cold it was. The Oregon State University Rugby coach gave Mayor Larson a tie to wear. Mayor Larson further stated John Chapman was very interested in starting a Rugby team in Seaside. There was \$600.00 raised from the Rugby game and the American Legion had lunch afterwards and the losing team sang a song. Mayor Larson stated the Jazz Festival did not have a seat available after 4:00 pm and the performances by the different Jazz Bands who came from all over the United States was unbelievable. Everything was arranged for them from food, housing, and airfare. Mayor Larson further stated the Sunday church service was marvelous.

Laurie Oxley, Seaside Downtown Development Association, stated it was a very nice weekend for everyone.

**COMMENTS – STAFF**

Russ Vandenberg, Convention Center & Visitors Bureau General Manager, thanked the Convention Center Commission for all their contributions to the Convention Center because without that support system the goals could not be reached. The staff at the Convention Center really went all out to every client that came through the door.

Mr. Cupples stated Friday, March 9, 2012, 6:00 pm the Oregon Emergency Management would be sponsoring an Earthquake and Tsunami Preparedness presentation in the Council Chambers at City Hall.

Mr. Winstanley stated there would be a press release issued tomorrow for the work being done on 12<sup>th</sup> Avenue. The contractor needed to cut in the new water line and Wednesday, March 7, 2012, the water would be turned off from 10:00 am for three or four hours. The Water Department would also be hanging door hangers for the residents in the area. Mr. Winstanley further stated the Rugby Game was very cold and the fire department was a very dedicated department with the number of hours put in for training, meetings, and going out when needed for calls.

Mayor Larson stated Council would conduct a workshop on Monday, April 16, 2012, 6:30 pm to discuss homelessness.

**ADJOURNMENT**

The regular meeting adjourned at 7:52 PM.

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Kim Jordan, Secretary

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DON LARSON, MAYOR

## RESOLUTION #3758

### A RESOLUTION OF THE CITY OF SEASIDE, OREGON ADOPTING AND APPROPRIATING A BUDGET ADJUSTMENT TO THE 2011-2012 CITY OF SEASIDE BUDGET

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adopts the following budget adjustment for 2011-2012; and

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2011, and for the purpose shown below are hereby adjusted and appropriated as follows:

#### Water Resources

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Beginning Fund Balance	\$ 677,120	\$ -	\$ 677,120
Interest On Investments	2,000	0	2,000
Gross Water Sales	1,805,543	0	1,805,543
Tap & Meter Set	17,000	0	17,000
On & Off	40,000	0	40,000
Insurance Reimbursement	6,678	0	6,678
Miscellaneous	2,999	0	2,999
Total	<u>\$ 2,551,340</u>	<u>\$ -</u>	<u>\$ 2,551,340</u>

#### Water Requirements

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Personal Services	\$ 635,159	\$ -	\$ 635,159
Materials and Services	448,950	47,000	495,950
Capital Outlay	160,000	0	160,000
Debt Service	304,360	0	304,360
Interfund Transfers	258,871	0	258,871
Contingency	100,000	(47,000)	53,000
Ending Fund Balance	644,000	0	644,000
Total	<u>\$ 2,551,340</u>	<u>\$ -</u>	<u>\$ 2,551,340</u>

The purpose of this adjustment is to allow for writeoff of uncollectable accounts.

**Sewer  
Resources**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Beginning Fund Balance	\$ 415,643	\$ -	\$ 415,643
Interest On Investments	1,500	0	1,500
Gross Water Sales	2,076,713	0	2,076,713
Insurance Reimbursement	4,174	0	4,174
Debt Proceeds	5,099,351	0	5,099,351
Miscellaneous	2,000	0	2,000
<b>Total</b>	<b><u>\$ 7,599,381</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 7,599,381</u></b>

**Sewer  
Requirements**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Personal Services	\$ 595,162	\$ -	\$ 595,162
Materials and Services	721,282	130,000	851,282
Capital Outlay	160,000	(49,993)	110,007
Debt Service	135,716	0	135,716
Interfund Transfers			
Transfer - General	159,263	0	159,263
Transfer - Sewer Replace	4,630,693	0	4,630,693
Transfer - Public Works	145,370	0	145,370
Transfer - Sewer Reserve	386,895	(20,007)	366,888
Contingency	100,000	(60,000)	40,000
Ending Fund Balance	565,000	0	565,000
<b>Total</b>	<b><u>\$ 7,599,381</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 7,599,381</u></b>

The purpose of this adjustment is to allow for increased costs associated with dewatering and for costs associated with a pump rental at the hospital site.

**Parks Construction  
Resources**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Beginning Fund Balance	\$ (7,917)	\$ -	\$ (7,917)
Transfer - Sys Dev Parks	553,281	0	553,281
Transfer - Capital Impr	0	0	0
Interest On Investments	150	0	150
Donations	808,680	0	808,680
<b>Total</b>	<b><u>\$ 1,354,194</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 1,354,194</u></b>

**Parks Construction  
Requirements**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Materials and Services	\$ 2,000	\$ 3,500	\$ 5,500
Capital Outlay	1,352,194	(3,500)	1,348,694
<b>Total</b>	<b><u>\$ 1,354,194</u></b>	<b><u>\$ -</u></b>	<b><u>\$ 1,354,194</u></b>

The purpose of this adjustment is to allow for increased costs associated with financing of the Broadway Park project.

**Passed** by the City Council of Seaside on this \_\_\_ day of \_\_\_\_\_, 2012.

**Submitted** to the Mayor and **Approved** by the Mayor on this \_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
DON LARSON, MAYOR

ATTEST:

\_\_\_\_\_  
Mark J. Winstanley, City Manager



## **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:** October 10, 2011  
**Name:** Stubby Lyons – Council Representative  
**Commission/Committee:** City Tree Board Committee  
**Resignation Date:** N/A  
**Term Expiration Date:** June 30, 2014  
**Wants to be considered again:** Lyons – Will Serve as Representative Only
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



# CITY of SEASIDE

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>
JASON SMITH	1021 7 <sup>TH</sup> AVENUE	738-9461	6/30/2012
RICHARD BAILEY	1358 S. WAHANNA	739-1599	6/30/2012
AUSTIN TOMLINSON	PO BOX 601	440-0084	6/30/2013
<b>STUBBY LYONS</b>	<b>325 ALPINE</b>	<b>738-5387</b>	<b>6/30/2014</b>
PAM FLEMING	1255 AVENUE 'B'	738-5637	6/30/2014
NEAL WALLACE	989 BROADWAY	738-5112	STAFF REPRESENTATIVE

## **TRANSPORTATION ADVISORY COMMISSION**

The purpose of the Transportation Advisory Commission is an advisory body to make recommendations to the City Council on matters concerning transportation and proposed transportation projects. The Transportation Advisory Commission shall have the powers and duties which are now or may hereafter be assigned to it by Charter, ordinance, resolution or order of this city and in addition it will:

- Assist the City Council in recognizing community priorities by advising on transportation policies and goals;
- Increasing communications between the City, the public, the Oregon Department of Transportation (ODOT), the County, and all interested parties;
- Reduce misunderstandings concerning transportation planning, design, and construction;
- Review current transportation related ordinances and recommend amendments;
- Review proposed transportation projects planned for the City of Seaside and make recommendations;
- Review the City of Seaside Transportation Systems Plan every five years and report to the City Council;
- Complete other projects, as they relate to transportation, as directed by the City Council.

The Commission shall consist of seven members who are not employees of the City of Seaside and who will be appointed by the City Council. A minimum of five members shall reside within the city limits; a maximum of two members may live outside the city limits in order to represent concerns of neighboring properties and jurisdictions.

All members shall serve for a term of four years. Any portion of a term exceeding one-half the period of the term shall be considered a term.

Each year, the first meeting of the Commission, the members shall appoint one of their members as Chairperson and one as Vice-Chairperson. City staff shall serve as Secretary to the Transportation Advisory Commission. Minutes of all meetings will be filed with the City Council.

The commission shall hold a regular meeting at least once each month of the calendar year. The meeting shall be open to the public and legally noticed.

## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** August 8, 2011  
  
**Name:**  
  
**Commission/Committee:** Transportation Advisory Commission  
  
**Resignation Date:**  
  
**Term Expiration Date:**  
  
**Wants to be considered again:**
  
2. **Applicants:**  
Dale McDowell  
Bill Carpenter  
Kathleen Teeple  
Terry Hartill  
Russ Earl  
Michael Tucker  
Robert Perkel  
Tom Dideum
  
3. **Nominations:**
  
4. **Appointment:**

**Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.**

### CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: August 17, 2011

NAME M<sup>e</sup> Dowell Dale PHONE 503/741-0765  
Last First  
ADDRESS 3760 Sunset Blvd Seaside, OR 97138  
LENGTH OF TIME IN SEASIDE 6 years  
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No   
OCCUPATION Construction Estimator / Project Manager  
PAST OCCUPATIONS same 35 years

List committee/commissions you are currently appointed to: Budget Committee

List committee/commissions on which you would like to serve: Transportation Advisory

List fields in which you have interest or ability: Roads, Parks

List employment and volunteer activities, which may relate to service on committee/commissions:  
Construction Estimator / Project Manager Pacific Timber LLC and  
Volleyball, Parks projects Big River Construction

List skills and special knowledge that you may have acquired from these activities:  
Knowledge of ODOT Rules, Regulations and Specifications

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense?

When? Please explain:

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. (No City Council Members, Please)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>Tony Ewing</u>	<u>Employer</u>	<u>1050 Olney Ave</u>	<u>338-0362</u>
<u>Terry Lowenberg</u>	<u>Friend</u>	<u>3457 Hwy 101 N</u>	<u>738-0453</u>
<u>Dale Barrett</u>	<u>Friend</u>	<u>34107 W. Campbell Loop Rd</u>	<u>738-3425</u>

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8/16/2011 SIGNATURE Dale M. Dowell

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

## CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: August 17, 2011

NAME Carpenter Bill PHONE 503/738-5410  
Last First  
ADDRESS 700 N. Prom #2, PO Box 797, Seaside, OR 97138  
LENGTH OF TIME IN SEASIDE 5-years  
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No   
OCCUPATION Retired  
PAST OCCUPATIONS Electrical Controls Engineer

List committee/commissions you are currently appointed to: Planning Commission  
Improvement Commission

List committee/commissions on which you would like to serve: Transportation Advisory  
Commission

List fields in which you have interest or ability: Engineering

List employment and volunteer activities, which may relate to service on committee/commissions:  
Process Solutions Inc.  
General Motors  
Planning Commission

List skills and special knowledge that you may have acquired from these activities:  
30+ years of evaluating issues and providing solutions.  
Many of those years was as a Project Engineer.

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense? \_\_\_\_\_

When? \_\_\_\_\_ Please explain: \_\_\_\_\_

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. (No City Council Members, Please)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>Joe Busby</u>	<u>Former Employer</u>	<u>35217 Phipps Dr, Mt Vernon, WA</u>	<u>360-422-6883</u>
<u>Bill Frank:</u>	<u>landlord</u>	<u>1984 NW Florence Ave, Gresham, OR</u>	<u>503-380-1482</u>
<u>Gayle Spear</u>	<u>Neighbor</u>	<u>50 - 7th Ave, Seaside, OR</u>	<u>503-738-7942</u>

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8-16-11 SIGNATURE Billy J. Carpenter

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: \_\_\_\_\_

NAME TEEPLE KATHLEEN PHONE 738-3155  
Last First  
ADDRESS 33230 BEERMAN CRK LN  
LENGTH OF TIME IN SEASIDE 13 YRS  
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No   
OCCUPATION ACCOUNTANT  
PAST OCCUPATIONS \_\_\_\_\_

List committee/commissions you are currently appointed to: NONE WITH CITY OF SEASIDE

List committee/commissions on which you would like to serve: TRANSPORTATION ADVISORY COMM.

List fields in which you have interest or ability: ACCOUNTING  
ENVIRONMENT

List employment and volunteer activities, which may relate to service on committee/commissions:  
\_\_\_\_\_  
\_\_\_\_\_

List skills and special knowledge that you may have acquired from these activities:  
\_\_\_\_\_  
\_\_\_\_\_

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No  If yes, what offense?  
\_\_\_\_\_  
When? \_\_\_\_\_ Please explain: \_\_\_\_\_

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. (No City Council Members, Please)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>WILLIS VANDUSEN</u>	<u>BROTHER-IN-LAW</u>	<u>2314 IRVING ASTORIA</u>	<u>325-2829</u>
<u>HAC SNOW</u>	<u>ATTY / FRIEND</u>	<u>801 COMMERCIAL</u>	<u>325-2125</u>
<u>ROSEMARY LAW</u>	<u>EMPLOYER</u>	<u>610 18th</u>	<u>325-5102</u>

(Out of City Limits)

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8-16-2011 SIGNATURE Kathleen Teeples



**Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.**

## CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: \_\_\_\_\_

NAME HARTILL TERRY PHONE 503-738-7108 Hm  
Last First 503 738-6354 WK  
ADDRESS 85208 Hwy 101 Seaside, Or.  
LENGTH OF TIME IN SEASIDE 7 yrs  
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No   
OCCUPATION Self Employed - Seafood Industry  
PAST OCCUPATIONS Seafood Industry Consultant in Russia

List committee/commissions you are currently appointed to: N/A

List committee/commissions on which you would like to serve: Transportation Advisory Commission

List fields in which you have interest or ability: \_\_\_\_\_

List employment and volunteer activities, which may relate to service on committee/commissions:  
Clatsop County Cattlemen's Assoc.

List skills and special knowledge that you may have acquired from these activities:  
Many years of organizing fundraisers for scholarships.

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense? \_\_\_\_\_

When? \_\_\_\_\_ Please explain: \_\_\_\_\_

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. (No City Council Members, Please)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>Steve Fick</u>		<u>Astoria, Or.</u>	<u>503-325-5252</u>
<u>Darius Peake</u>		<u>Garibaldi, Or.</u>	<u>503-318-8351</u>
<u>Lonnie Howard</u>		<u>Nachotta, WA.</u>	<u>360-783-2081</u>

(Out of City Limits)

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 8-30-11 SIGNATURE Terry L. Hartill

Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

### CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: \_\_\_\_\_

NAME EARL RUSS PHONE 503, 738-6281  
Last First  
ADDRESS POB 2276 GEARHART, OR 97138-2276  
LENGTH OF TIME IN SEASIDE 30415- '79-'97  
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No   
OCCUPATION RETIRED  
PAST OCCUPATIONS MECHANIC  
RANCHER

List committee/commissions you are currently appointed to: SEAS Planning  
Clat. Cty Comm

List committee/commissions on which you would like to serve: TRANS ADVISORY COMMA

List fields in which you have interest or ability: \_\_\_\_\_

List employment and volunteer activities, which may relate to service on committee/commissions: \_\_\_\_\_

List skills and special knowledge that you may have acquired from these activities: \_\_\_\_\_

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No (X) If yes, what offense? \_\_\_\_\_

When? \_\_\_\_\_ Please explain: \_\_\_\_\_

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. (No City Council Members, Please)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>John Terry Hartis</u>	<u>—</u>	<u>BELL BVOY.</u>	

(out of City Limits)

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 9/12/2011 SIGNATURE [Signature]



Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.

### CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

PLEASE RETURN TO CITY HALL BY: January 4, 2012

NAME PERKEL ROBERT PHONE 503/830-7991  
Last First  
ADDRESS 2039 Huckleberry Drive, Seaside, OR 97138  
LENGTH OF TIME IN SEASIDE 8 years  
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No   
OCCUPATION Retired  
PAST OCCUPATIONS 30 yrs - Oregon State Employment Dept  
Job Service Rep - last position held

List committee/commissions you are currently appointed to: N/A

List committee/commissions on which you would like to serve: TRANSPORTATION ADVISORY  
COMMISSION

List fields in which you have interest or ability: TRANSPORTATION ISSUES  
with the City of Seaside

List employment and volunteer activities, which may relate to service on committee/commissions:  
\_\_\_\_\_  
\_\_\_\_\_

List skills and special knowledge that you may have acquired from these activities:  
I like to work with people, have good  
organizational skills

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No  If yes, what offense? \_\_\_\_\_  
When? \_\_\_\_\_ Please explain: \_\_\_\_\_

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. (No City Council Members, Please)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>Bill Carpenter</u>	<u>Friend (lives thru 2 yrs)</u>		
<u>Jetta Mochis</u>	<u>Friend</u>		<u>503-440-0381</u>
<u>Jack Greenwood</u>	<u>Friend + neighbor</u>		<u>503-440-7593</u>
<u>Donnis Bradigan</u>	<u>Friend</u>		<u>503-338-8771</u>

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 1/5/11 SIGNATURE Robert E. Perkel

**Please Note: It is Council policy that applicants must be a city or urban growth boundary resident, business owner or employee of a business for at least one year, depending on committee/commission residency requirements.**

### CITY OF SEASIDE

Interest Form for Committee/Commission/Board Vacancies

**PLEASE RETURN TO CITY HALL BY: January 18, 2012**

NAME Dideum Tom PHONE 503 738-9880

ADDRESS 1941 Beach Drive, Seaside OR 97138

MAIL ADDRESS (DIFFERENT THEN ABOVE) \_\_\_\_\_

LENGTH OF TIME IN SEASIDE 7 years

ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No

OCCUPATION Sales Director PF Monolithics, Inc

PAST OCCUPATIONS Sales manager Free Wave Technologies, Inc.  
Sales and Marketing Manager IFR Systems, Inc.

List committee/commissions on which you would like to serve: Transportation Advisory Commission

List committee/commissions you are currently appointed to: None

List fields in which you have interest or ability: Communications technology Bicycling  
electronics

List employment and volunteer activities, which may relate to service on committee/commissions: Avid bicycle rider

List skills and special knowledge that you may have acquired from these activities:  
I believe that I can accurately and fairly represent the interests of the Seaside bicycling community.

Have you ever been convicted, pled guilty or pled "no contest" to any crime, offense, or major traffic violation? Yes ( ) No  If yes, what offense? \_\_\_\_\_

When? \_\_\_\_\_ Please explain: \_\_\_\_\_

Please list 3 references including an employer or supervisor, and people that have known you for at least 2 years. (No City Council Members, Please)

NAME	RELATIONSHIP	ADDRESS	PHONE
<u>DOUG BARKER</u>	<u>FRIEND</u>	<u>PO Box 942 SEASIDE</u>	<u>503-738-5453</u>
<u>Chuck Miner</u>	<u>Friend</u>	<u>2335 S. Edgewood Seaside</u>	
<u>Joyce Stewart</u>	<u>Friend</u>	<u>450 9th Ave Seaside</u>	<u>503-440-3108</u>

I authorize, any person or entity contacted by the City of Seaside to furnish information relating to my appointment to the Commission/Committee/Board indicated above and I release any such person or entity from any and all liability for furnishing such information. I also release the City of Seaside from any and all liability for conducting such an investigation.

DATE 1/27/12 SIGNATURE Memo Dideum



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## TRANSPORTATION ADVISORY COMMISSION

Term of Office: 4 years  
Number of Members: 7

Chairperson\*  
Vice Chairperson\*\*  
Secretary\*\*\*

NAME

ADDRESS

PHONE

TERM EXP.

## LIQUOR LICENSE APPLICATION

Jessica Karr  
**Moody's Supper House**  
20 N. Holladay  
Seaside

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

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

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

## **Criteria for consideration**

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

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



# *Seaside Police Department*

March 5, 2012

## **MEMORANDUM**

**TO:** Mark Winstanley, City Manager

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

**SUBJECT: Moody's Supper House OLCC Liquor License Application**

We have reviewed the liquor application for Moody's Supper House. This application is for a change in ownership for the business formally known as Lil' Bayou and is located at 20 North Holladay. The new owner's request is for "full On-Premises sales". Our background check did not find anything that would disqualify the owner from obtaining a liquor license.

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

## LIQUOR LICENSE APPLICATION

Randy Frank  
**Norma's Seafood & Steak**  
20 N. Columbia  
Seaside

This business has applied for a Full On-Premises Sales Liquor License and an Off-Premises Sales License.

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

The Police Department conducted a background investigation and found nothing in the background investigation of the applicants to deny the license. In the review of the application this is a business with a current OLCC permit that is moving to a new location.

## Criteria for consideration

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

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

# *Seaside Police Department*

March 6, 2012

## **MEMORANDUM**

**TO:** Mark Winstanley, City Manager

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

**SUBJECT: Norma's Seafood and Steak OLCC Liquor License Application**

We have reviewed the liquor application Norma's Seafood and Steak located at 20 North Columbia. This application is to add a "Full On-Premises Sales" and "Off-Premises Sales" to their current "Limited On-Premises Sales" license. Our background check did not find anything that would disqualify the owner from obtaining a liquor license.

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

**CLATSOP AND TILLAMOOK  
INTER-COUNTY MUTUAL AID AND EMERGENCY ASSISTANCE  
AGREEMENT**

This Agreement is entered into by and between the undersigned Fire District and Fire Department agencies located in Clatsop County and the undersigned Fire District and Fire Department agencies located in Tillamook County (the "Parties") to enable them to provide inter-county Mutual Aid to each other, and to specify the terms of Emergency Assistance during declared emergencies or conflagrations.

WHEREAS, This Agreement is between Fire Agencies within Clatsop and Tillamook County Fire Defense District and agencies entered into this agreement individually ; and

WHEREAS, defined terms are set forth in Article II; and

WHEREAS, ORS 190.010 allows units of local government to enter into agreements with other local government units for the performance of any and all functions and activities that each unit has authority to perform, and ORS Chapters 190, 401, 453, 455, 476, 477 and 478 extend the powers and authorities of the Parties beyond their boundaries when operating under this Agreement; and

WHEREAS, ORS 401.480 allows the state, counties, and cities, in collaboration with private agencies, to enter into cooperative assistance agreements for emergency aid and resources; and

WHEREAS, the Parties recognize the likelihood that fires or Emergencies occurring within their boundaries could exceed the ability to control them with the equipment and personnel of any one agency or Fire Defense District as defined in the Oregon Fire Service Mobilization Plan; and

WHEREAS, the parties recognize the necessity to facilitate and comply with the Oregon Conflagration Act (ORS 476.510 to 476.610), and to provide immediate response under the Oregon Fire Service Mobilization Plan prior to the exercise of authority under the Conflagration Act; and

WHEREAS, it is necessary and proper for the Parties to enter into inter-county Mutual Aid and Emergency Assistance agreements for the mutual protection of life and property; and

WHEREAS, Mutual Aid is intended to provide an immediate response under the Oregon Fire Service Mobilization Plan; and

WHEREAS, ongoing operations during declarations of emergency under ORS 401.055 or during extended operations under the Conflagration Act exceed the intent of Mutual Aid; and

WHEREAS, the terms and conditions of the Emergency Assistance needed to protect life and property during extended operations needs to be defined and agreed upon by the Parties.

NOW THEREFORE, the Parties agree as follows:

#### Article I – TERM

This Agreement takes effect on the date of execution by the Parties, and continues in effect until terminated as provided in Article III.

#### Article II – DEFINITIONS

- A. "Assistance Costs" mean any direct equipment costs and labor costs that extend beyond the first Operational Period (usual and customary costs) of the event and that are incurred by the Lender in providing any asset requested. Assistance costs will be determined according to Chapter III of the Oregon Fire Service Mobilization Plan.
- B. "Borrower" means the Party that has jurisdiction over the Emergency incident that has made a request for Emergency Response.
- C. "Contact Person(s)" means the person or persons designated by each Party to request Emergency Response or grant Emergency Response to another Party under this Agreement.
- D. "County Fire Defense District" means the association and organization of local fire agencies as ordered by the Oregon State Fire marshal and defined in the Oregon Fire Service Mobilization Plan.
- E. "Emergency" is a human-caused or natural event or circumstance within the jurisdiction of any Party causing or threatening loss of life, damage to the environment, injury to person or property, human suffering or financial loss, and the event is or is likely to be beyond the capacity of the Party in terms of personnel, equipment and facilities, and therefore requires Emergency Assistance. Events include fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of hazardous materials, contamination, utility or transportation emergencies, disease, infestation, civil disturbance, riots, acts of terrorism or sabotage, and use of weapons of mass destruction. .

- F. "Emergency Assistance" means employees, services, equipment, materials, or supplies offered during an Emergency by the Lender and accepted by the Borrower to assist in maintaining or restoring normal services beyond the first Operational Period of the Emergency when such service has been disrupted by the Emergency and Emergency Assistance from other Parties is necessary or advisable, as determined by the Borrower.
- G. "Lender" means a Party to this Agreement that provides Emergency Assistance to another Party under this Agreement.
- H. "Mutual Aid" means short term and immediate mutual assistance between the Parties consisting of appropriate equipment and personnel during emergencies where assistance is requested by the Borrower. Mutual Aid is intended to be for a specific incident and not more than twelve (12) hours unless the Parties mutually agree to extend the Mutual Aid
- I. "Operational Period" means the time determined by the Incident Commander as necessary to accomplish the operational objectives assigned to personnel and equipment within safe work/rest standards set for the fire service. The initial Operational Periods is event driven and, unless agreed to by the Parties, will not exceed twelve (12) hours.

### Article III – TERMS AND TERMINATION

- A. Any Party may terminate its participation in this Agreement at any time by giving 30 days' notice of its intention to do so to all other Parties. Such notice must be given to the governing body with a copy to the chief of the district or the fire agency, and will become effective upon receipt.
- B. Any terminating Party remains liable for all obligations incurred during its period of participation.

### Article IV – PARTICIPATION

Participation under this Agreement is voluntary and at the sole discretion of the Lender. No Party will be liable to another Party, or considered in breach or default of this Agreement, on account of any delay in or failure to provide Emergency Assistance under this Agreement, except to make payment as required by this Agreement. The Parties agree to respond to Mutual Aid requests between their respective Fire Defense Districts under Mutual Aid and move-up procedures developed by the Fire Defense Districts as administered by their respective Fire Defense District Chiefs in conformance with the Oregon Mobilization Plan. Each Party agrees to furnish to a Borrower such assistance

as the Borrower deems reasonable and necessary to successfully abate an Emergency; provided, however, the Lender has sole discretion to refuse such request, or withdraw from a request.

#### Article V – THE NATIONAL INCIDENT MANAGEMENT SYSTEM

The parties agree to formally adopt and implement the standards, procedures and protocols established within the National Incident Management System as best practice during all emergency operations.

#### Article VI – TYPE OF EQUIPMENT AND PERSONNEL.

Subject to the limitations of Article IV, the Lenders agree to provide Emergency Assistance to the Borrowers with the kinds and types of equipment requested, including staffing according to rules and procedures under the Oregon Fire Service Mobilization Plan. Changes to the kinds and types of equipment or personnel will be mutually agreed to between the Parties prior to the response. For Mutual Aid assistance and also subject to the limitations in Article IV, the Parties agree that the Lender will provide to the Borrower personnel and equipment that is normally staffed and assigned to Emergencies and in general conformance with the Oregon Fire Service Mobilization Plan.

#### Article VII - SUPERVISION.

The Borrower has incident command responsibility for the Emergency incident and will establish overall supervision of the Emergency response personnel and equipment during the Emergency. However, until officers from the Borrower arrive at the incident, the commanding officer of the Lender arriving first will assume incident command until relieved. The Lender may refuse to commit equipment and personnel when, in its sole judgment, doing so would present unreasonable risk or danger of injury or harm to the Lender employees, volunteers, equipment, or any third party.

#### Article VIII – MUTUAL AID

Requests for Mutual Aid must be addressed to the persons designated by the Parties and will be provided under the terms of this Agreement.



## Article IX – EMERGENCY ASSISTANCE

If an Emergency exceeds available Mutual Aid and requires activation of either federal or Oregon emergency laws to preserve life or property, this Agreement remains applicable except for those provisions in this agreement that conflict with federal or Oregon emergency laws.

### A. EMERGENCY ASSISTANCE SERVICES

Emergency Assistance services may include, but are not limited to, incident management, firefighting, search and rescue, emergency medical services, debris removal and media relations.

### B. COMPENSATION

The provision of personnel and equipment beyond the initial Operational Period is subject to compensation for the entire period of use as the Lender and Borrower may agree. The costs associated with borrowed personnel and equipment is subject to the reimbursement process outlined in this Article

### C. CONTRACT LABOR STATUS

Lender equipment and personnel is provided as an independent contractor of Borrower in the performance of Emergency Assistance. While performing Emergency Assistance, Lender employees will not be deemed employees of Borrower for any purpose. Wages, hours, and other terms and conditions of employment of Lender remain applicable to all of its employees who perform Emergency Assistance. Lender is solely responsible for payment of its employees' wages, payroll taxes and any benefits or other compensation. Borrower is not responsible for paying any wages, benefits, taxes, or other compensation to Lender's employees.

### D. COST RECOVERY

Any cost recovery action brought by a Lender under this Agreement is between the Lender Party and the Borrower. Actions against third parties will be coordinated by the Borrower and will be governed by any applicable agreements, understandings, or policies between the Borrower and third party. Lenders must provide complete documentation of all reimbursable costs consistent with this Agreement. Cost recovery between a Lender and the Borrower must be consistent with the policies and guidelines established in the Oregon Fire Service Mobilization Plan.

### E. PAYMENT FOR SERVICES AND ASSISTANCE

Borrower shall pay the Lender for all valid and invoiced Assistance Costs within 180 days of receipt of invoice from Lender for all of the Emergency Assistance services provided by the Lender. Lender, in its sole discretion, may elect to extend the repayment deadline, upon the request of

Borrower. If the Lender provides equipment, supplies or parts, the Lender may accept payment of cash or in kind for the equipment, supplies or parts supplied.

F. RECORD KEEPING

Time sheets or daily logs showing hours worked and equipment and materials used or provided by the Lender will be recorded on a shift by shift basis by the Lender and will be provided to the Borrower as needed. If no personnel are loaned, the Lender will provide shipping records for materials and equipment, and the Borrower will provide any required documentation of use of material and equipment for state or federal reimbursement. Under all circumstances, the Borrower remains responsible for ensuring that the amount and quality of all documentation is adequate for disaster reimbursement.

Article X - COMPLIANCE WITH GOVERNMENT REGULATIONS

The Parties will comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement. The Parties recognize and agree that ORS Chapters 190, 401, 453, 455, 476, 477 and 478 extend the powers and authorities of the Parties beyond their jurisdictions when operating under this Agreement.

Article XI – INDEMNIFICATION, INSURANCE and LIMITATIONS of LIABILITY

A. INDEMNIFICATION.

Borrower shall indemnify and hold harmless Lender for any actions, errors or omissions of Borrower and its directors, officers, employees, and agents in connection with the performance or nonperformance by Borrower of its duties pursuant to this Agreement. Likewise, Lender shall indemnify and hold harmless Borrower for any acts, errors or omissions of Lender and its directors, officers, employees and agents in connection with the performance or nonperformance by Lender of its duties pursuant to this Agreement. The foregoing indemnity obligations shall include all claims, demands, judgments, and/or reasonable attorney's fees and cost incurred by the indemnified party, and shall survive the termination of this Agreement. If Borrower is a public body, the liability of the public body under this provision shall not exceed in the aggregate the amounts in the Oregon Tort Claims Act, ORS 30.270.

B. INSURANCE.

Each party shall have liability insurance in at least the amounts of liability of public bodies provided in the Oregon Tort Claims Act ORS 30.260 - .300, as it now exists and as it from time to time may be amended. Each

party shall obtain a certificate of insurance naming every other party an additional insured for activities under this agreement, and shall provide such certificate to every other party. Such insurance shall not be cancelled without 30 days notice to every other party.

C. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.

The Borrower is not required to indemnify, hold harmless or defend a Lender from any claim, loss, harm, liability, damage, cost or expense caused by or resulting from Lender's willful misconduct or gross negligence.

D. LIABILITY FOR PARTICIPATION.

In the event of any liability, claim, demand, action or proceeding, of whatever kind or nature arising from Mutual Aid or Emergency Assistance under this Agreement, the Borrower agrees to indemnify, hold harmless, and defend, to the fullest extent of the law, each Party to this Agreement, whose only involvement in the transaction or occurrence which is the subject of such claim, action, demand, or other proceeding, is the execution and approval of this Agreement.

E. DELAY/FAILURE TO RESPOND.

No Party is liable to another Party, or is considered in breach or default under this Agreement, for any delay or failure to perform any obligation under this Agreement, except to make payment as specified in this Agreement.

F. LITIGATION PROCEDURES.

Each Party seeking to be released, indemnified, held harmless or defended under this Article for any claim shall promptly notify the Borrower of such claim, and shall not settle such claim without prior consent of Borrower, which consent shall not be unreasonably withheld. Such Party has the right to participate in the defense of the claim to the extent of its own interest. The Lender shall cooperate and participate in legal proceedings if so requested by the Borrower.

## Article XII – GOVERNMENTAL AUTHORITY

This Agreement is subject to laws, rules, regulations, orders, and other requirements, now or as amended, of all governmental authorities having jurisdiction over the Emergencies covered by this Agreement.

### Article XIII – WORKERS’ COMPENSATION AND EMPLOYEE CLAIMS

Lender employees, officers or agents remain employees of Lender while engaged in carrying out duties, functions or activities under this Agreement. Each Party remains responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers’ compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Each Party must provide worker’s compensation in compliance with Oregon statutory requirements. The Parties recognize that although overall incident command supervision will usually be provided by the Borrower, supervision of individual employees will be provided by their regular supervisors. The intent of this provision is to prevent the creation of “special employer” relationships under Oregon worker compensation law.

### Article XIV – NO DEDICATION OF FACILITIES

No undertaking by a Party to another Party under this Agreement will constitute a dedication of the assets of such Party, or any portion thereof, to the public or to the other Party. This Agreement does not give a Party any right of ownership, possession, use or control of the assets of any other Party.

### Article XV – AUTHORITY

This Agreement does not create an association, joint venture or partnership among the Parties or impose any partnership obligation or liability upon any Party. No Party has any undertaking for or on behalf of, or to act or be an agent or representative of, or to otherwise bind any other Party.

Unless expressly authorized by Borrower, a Lender and its officers, employees and agents are not authorized to make any representation, enter into any agreement, waive any right, or incur any obligation in the name of, or on behalf of, or as agent for, Borrower.

### Article XVI – NO THIRD PARTY BENEFICIARY

This Agreement does not create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement does not confer any right or remedy upon any person other than the Parties. This Agreement does not release or discharge any obligation or liability of any third party to any Party.

## Article XVII – ENTIRE AGREEMENT/REPEAL OF OTHER AGREEMENTS

This Agreement constitutes the entire agreement, though prior agreements of the Parties may take precedence over certain provisions of this Agreement.

This Agreement does NOT supersede or repeal any automatic aid agreements or pre-programmed first response agreements, hazardous materials response agreements with the State of Oregon, mutual aid hazardous materials agreements with other State Response Teams, equipment sharing agreements, such as Nuclear, Biological and Chemical agreements with the City of Portland, or emergency planning agreements, such as the Office of Consolidated Emergency Management Cooperative Assistance Agreement, the Oregon Urban Search and Rescue Task Force Mutual Aid Agreement, or agreements with ODF for provision of services beyond the first 12 hours of an incident. To the extent appropriate, the Parties to this Agreement will respond first under the above agreements. Emergency Assistance provided under the Oregon Emergency Conflagration Act, state and national forest fire defense plans, civil defense plans, and disaster preparedness plans are not governed by this Agreement.

## Article XVIII – SUCCESSORS AND ASSIGNS

This Agreement is not transferable or assignable, in whole or in part, and any Party may terminate its participation in this Agreement subject to Article III.

## Article XIX – GOVERNING LAW

This Agreement is interpreted, construed, and enforced in accordance with the laws of the State of Oregon.

## Article XX – VENUE

Any action which may rise out of this Agreement must be brought in the county where the Emergency occurred.

## Article XXI – WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a breach or default under this Agreement, or with respect to any other matter arising in connection with this Agreement, does not constitute and will not be deemed a waiver with respect to any subsequent breach or default or other matter arising in

connection with this Agreement. Any delay in asserting or enforcing any right, except those related to the statutes of limitations, will not constitute a waiver.

Each Party waives all claims against all other Parties for compensation for any loss, damage, personal injury, or death occurring to personnel or equipment as a consequence of its performance under this Agreement.

#### Article XXII– SEVERABILITY

If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected. The rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the invalid particular provision.

#### Article XXIII – NOTICES

Any notice, demand, information, report, or item required, authorized, or provided for in this Agreement must be given in writing and will be deemed properly given if (i) delivered personally, (ii) transmitted and received by telephone facsimile device and receipt confirmed by telephone, (iii) transmitted by email and confirmed by telephone or (iv) sent by United States Mail, postage prepaid, to the designated representative having authority for the Party concerned.

IN WITNESS WHEREOF, each Party has caused this Agreement for Mutual Aid and Emergency Assistance to be executed by a duly authorized agent as of the date of their signatures. All signatures will be executed in counterparts, using the form appearing on this page, or another execution page substantially in that form.

**CLATSOP COUNTY FIRE DEFENSE BOARD**

**City of Astoria Fire Department:**

By: \_\_\_\_\_  
Mayor Date \_\_\_\_\_

By: \_\_\_\_\_  
City Manager Date \_\_\_\_\_

**Cannon Beach Rural Fire Protection District:**

By: \_\_\_\_\_  
Authorized Representative Date \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative Date \_\_\_\_\_

**Elsie-Vinemaple Rural Fire Protection District:**

By: \_\_\_\_\_  
Authorized Representative Date \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative Date \_\_\_\_\_

**Gearhart Volunteer Fire Department:**

By: \_\_\_\_\_  
Mayor Date \_\_\_\_\_

By: \_\_\_\_\_  
City Manager Date \_\_\_\_\_

**Hamlet Rural Fire Protection District:**

By: \_\_\_\_\_  
Authorized Representative Date

By: \_\_\_\_\_  
Authorized Representative Date

**John Day – Fernhill Rural Fire Protection District:**

By: \_\_\_\_\_  
Authorized Representative Date

By: \_\_\_\_\_  
Authorized Representative Date

**Knappa-Svensen-Burnside Rural Fire Protection District:**

By: \_\_\_\_\_  
Authorized Representative Date

By: \_\_\_\_\_  
Authorized Representative Date

**Lewis & Clark Rural Fire Protection District:**

By: \_\_\_\_\_  
Authorized Representative Date

By: \_\_\_\_\_  
Authorized Representative Date

**Olney Walluski Fire and Rescue:**

By: \_\_\_\_\_  
Authorized Representative Date

By: \_\_\_\_\_  
Authorized Representative Date



**Seaside Fire & Rescue Department:**

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

**City of Warrenton Fire Department:**

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

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

**Westport-Wauna Rural Fire Protection District:**

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**TILLAMOOK COUNTY FIRE DEFENSE BOARD**

**Nehalem Bay Fire Protection District:**

By: \_\_\_\_\_  
Board President

5-26-2011  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Fire Chief

5-27-2011  
\_\_\_\_\_  
Date

**Rockaway Beach Fire Department:**

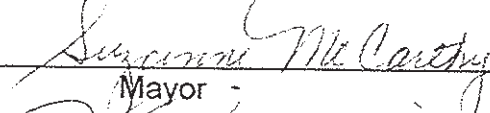
By: \_\_\_\_\_  
City Manager/Mayor

12/17/11  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Fire Chief

12-19-11  
\_\_\_\_\_  
Date

**Garibaldi Fire Department:**

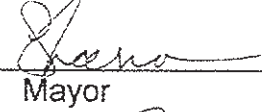
By:   
Mayor

7-19-2011  
Date

By:   
City Manager

7/18/2011  
Date

**Bay City Fire Department:**


By:   
Mayor

5/10/11  
Date

By:   
Fire Chief

5/11/11  
Date

**Netarts Oceanside Fire District:**


By:   
Board President

5/10/11  
Date


By:   
Fire Chief

5-10-11  
Date

**Tillamook Fire District:**

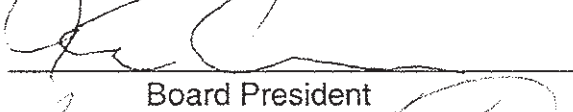
By:   
Board President

5-10-11  
Date

By:   
Fire Chief

5-10-11  
Date

**Nestucca Fire District:**

By:   
Board President

7-13-2011  
Date

By:   
Fire Chief

7-13-2011  
Date