

**AGENDA SEASIDE CITY COUNCIL MEETING**  
**MARCH 14, 2011 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 - \$315,694.82
  - b) APPROVAL OF MINUTES – FEBRUARY 28, 2011 REGULAR MINUTES
8. UNFINISHED BUSINESS:
  - a) ORDINANCE #2011-01 - AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 92 OF THE SEASIDE CODE OF ORDINANCES REGARDING ANIMALS
    - > PUBLIC COMMENTS
    - > COUNCIL COMMENT
    - > MOTION FOR THIRD READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
    - > MOTION TO ADOPT – ROLL CALL VOTE
  - b) ORDINANCE #2011-04 - ORDINANCE #2011-04 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE ZONING MAP REFERENCED IN CODE OF SEASIDE ORDINANCE CHAPTER 158, ADOPTING AN UPDATED ZONING MAP OF SEASIDE, OREGON
    - > PUBLIC COMMENTS
    - > COUNCIL COMMENT
    - > MOTION FOR THIRD READING BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
    - > MOTION TO ADOPT – ROLL CALL VOTE
  - c) VACANCY – BUDGET COMMITTEE  
CONVENTION CENTER COMMISSION
9. NEW BUSINESS:
  - a) ANNUAL REPORT – WESTERN OREGON WASTE
  - b) APPROVAL – COLLECTIVE BARGAINING AGREEMENT, SEASIDE POLICE ASSOCIATION
  - c) DISCUSSION – CITY COUNCIL MEETING MARCH 28, 2011
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 Stubby Lyons, Councilors, Don Johnson, Jay Barber, Dana Phillips and Tita Montero.
- Absent: Councilor Tim Tolan.
- Also Present: Mark Winstanley, City Manager; Kevin Cupples, Planning Director; Bob Gross, Seaside Police Chief; Neal Wallace, Public Works Director; Dale Kamrath, Seaside Fire Chief; Russ Vandenberg, Convention Center & Visitors Bureau General Manager; Nancy McCarthy, Daily Astorian; and Rosemary Dellinger, Seaside Signal.
- AGENDA** Motion to approve the February 28, 2011 agenda; carried unanimously. (Lyons/Barber)
- PROCLAMATION** Council President Lyons read a proclamation for Kiwanis Children's Cancer Cure Month.
- SWEARING IN SEASIDE POLICE RESERVE OFFICER** Bob Gross, Seaside Police Chief swore in Seaside Police Reserve Officer's Brandon Petersen and Alexander Silantiev and congratulated them.
- COMMENTS – PUBLIC** Michael Hinton, 1015 S. Irvine Place, Seaside, stated as president of Seaside Kiwanis he wanted to thank Council for reading the proclamation on behalf of Children for cancer cure. Approximately twenty-two years ago eighty percent of children referred to Doernbecher Children's Hospital with leukemia for instance were dying and that has turned around with a ninety percent success rate with children who live and are cured. There were still problems with children who had brain cancer or bone cancer. Through Seaside Kiwanis and a partnership with Doernbecher's Hospital all the dollars that were raised in the next three years would be used towards the children's cancer program. Kiwanis Doernbecher Day was Saturday, February 26, 2011, and there were many people who attended the benefit for the children. Seaside Kiwanis hoped to meet a goal of \$500,000.00 this year and each year after for the next three years.
- Kevin O'Keane, 2525 Pine Street, Seaside, stated the last meeting he attended was approximately three months ago and he was here to ask about the Venice Park Improvements. Mr. O'Keane stated he was told there would possibly be information sent out about the improvements in January, 2011, but nothing had been done. The road had been graded but the neighborhood wanted to finally see the streets improved.
- Mark Winstanley, City Manager, explained he had no excuse and the paperwork was sitting on his desk. Once he finished with the paperwork then Neal Wallace, Public Works Director, could start on the improvements. Mr. Winstanley stated he would do his best to get the paperwork going.
- John Cooney, 840 24<sup>th</sup> Avenue, Seaside, stated he was the owner of Sunset Family Fitness in Seaside and had attended the meeting to briefly present a grievance that the City of Seaside had taken property without undue process and that construction contracted by the City caused undue damage to his property. There were also utility boxes constructed on the property with Mr. Cooney's permission. Mr. Cooney further stated he met with the City Manager on December 13, 2010, and offered to present pictures showing the curb construction on the property caused damage due to draining issues. The pictures were presented to Council. Mr. Cooney further stated The City Manager allowed him to present the case but was not interested in the evidence and stood firmly behind the City. Mr. Cooney further stated he had asked for justification on the use of the property without permission and undue process and was told the information would need to come from the City Attorney. There was a letter requested from the City Attorney but Mr. Cooney had not ever received a letter.
- Mayor Larson asked Mr. Cooney if the issue was in litigation.
- Mr. Cooney stated the issue was not in litigation. Mr. Cooney further stated January 28, 2011, there was a letter received from Dan Van Thiel, City Attorney, to Larry Popkin's who was assisting Mr. Cooney at the time. The letter requested verification of a hand shake deal that occurred. Mr. Popkin responded February 2, 2011, stating there had not been a handshake agreement, no face to face meeting, and no written agreement. There had not been any response from the City regarding the justification of taking the property. Mr. Cooney further stated ORS Chapter 93 Section 20 stated that any interest in real estate was required to be transferred by written contract and there was no basis that an agreement was reached that was binding. Mr. Cooney further stated he would not enter into an agreement that would allow his property to be damaged and would pursue the issue further but wanted to present the information to the Council.
- Debra Birkby, 800 Exchange Street, Astoria, stated she wanted to inform the public that on March 21, 2011, at the Bob Chisholm Center, from 4:30 to 6:30 pm, there would be a report from the consultant that was hired to look at the Highway 101 flooding South of Seaside.
- 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 \$648,675.34; and January 24, 2011, minutes; carried unanimously. (Lyons/Montero)

**VACANCY – BUDGET COMMITTEE** Mayor Larson stated there were still two vacancies on the Budget Committee. Mayor Larson asked the press to advertise the vacancies.

**VACANCY – CONVENTION CENTER COMMISSION** Mayor Larson stated there was still one vacancy on the Convention Center Commission. Mayor Larson asked the press to advertise the vacancy.

**LIQUOR LICENSE APPLICATION** Council considered an application for a liquor license for Twisted Fish Steakhouse, 311 Broadway. The applicant was applying for a Full On-Premise Sales License, which would be for a change of ownership.

Motion to approve a Full On - Premise Sales License for The Twisted Fish Steakhouse, 311 Broadway; carried unanimously. (Phillips/Lyons)

Councilor Barber asked how the origins of the name came about.

Mark Utti stated the name had been in discussion for a while and was not permanent. Mr. Utti further stated his dad had noticed the name when traveling and the suggestion had been written down as a possible name for a restaurant.

**PUBLIC HEARING** This was the duly advertised time and place to hold a public hearing regarding Amending the Zoning Map Referenced in Code of Seaside Ordinance Chapter 158, adopting an Updated Zoning Map of Seaside, Oregon.

Kevin Cupples, Planning Director, explained the City of Seaside Zoning Map was updated in 2005 to a new electronic file format. This replaced the paper copy of the original that was drawn on a 1980 base map of Seaside. Various portions of the zoning were later found to be inconsistent with the original map and these errors needed to be corrected. The Columbia River Estuary Study Taskforce (CREST) secured grant funding from the Department of Land Conservation and Development (DLCD) to correct these errors and improve the readability by distinguishing the contrast between zones. Mr. Cupples further stated the map has now been updated by CREST and the Planning Commission has recommended City Council adopt the newly developed map (attached) thereby replacing the 2005 version of the map. Mr. Cupples further stated prior to taking any action concerning the adoption of the updated zoning map, the City Council should conduct a public hearing in an effort to obtain any final public input on the proposed map amendment. Mr. Cupples further stated staff recommended Council adopt the updated Zoning Map of Seaside, Oregon as the City's official zoning map by enacting Ordinance No. 2011-04 to be read by title only.

**ORD. NO. 2011-04** AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE ZONING MAP REFERENCED IN CODE OF SEASIDE ORDINANCE CHAPTER 158, ADOPTING AN UPDATED ZONING MAP OF SEASIDE, OREGON.

Mayor Larson opened the public hearing.

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

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

Motion to place Ordinance 2011-04 on its first reading by title only; carried unanimously. (Barber/Lyons)

Motion to place Ordinance 2011-04 on its second reading by title only; carried unanimously. (Montero/Johnson)

**ORDINANCE #2011-01** AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 92 OF THE SEASIDE CODE OF ORDINANCE REGARDING ANIMALS

Chief Gross explained the ordinance was amending Chapter 92 of the Seaside Code of Ordinances Regarding Animals. Chief Gross stated the police department was seeing more aggressive dogs in the City and last year there was a death from a dog attacking another dog in downtown Seaside. Chief Gross further stated the ordinance had not been revised since 1988 and the changes that were amended complied with the state statutes and the fines and assessments were changed to comply with what the County was charging. Chief Gross further stated the ordinance did not address any specific breed of dog but complied with the state statutes and clearly delineated the different levels of dangerous dogs and what happens once the dog is designated as dangerous. Chief Gross further stated the City would now charge the same fines, fees, and penalties as the County.

Mayor Larson called for public comments and there were no comments.

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

Motion to place Ordinance 2011-01 on its first reading by title only; carried unanimously. (Johnson/Tolan)

Motion to place Ordinance 2011-01 on its second reading by title only; carried unanimously. (Phillips/Montero)

Chief Gross stated 2010 was an interesting year with calls for service decreasing by six percent. Every year the Police Department was tasked with providing security Spring Break, 4<sup>th</sup> of July, Beach Volleyball, Hood to Coast, and all other events scheduled throughout the year in Seaside. Chief Gross further stated in 2010 there was no funding for new vehicles, there was a reduction of one additional patrol position and by the end of the year, one dispatcher position was eliminated. Chief Gross further stated this past year there were decreases in both Part I and Part II offenses. Part I, the more serious crimes were reduced by twenty-seven percent, which was largely due to the reduction in property crimes including Burglary (forty-four percent), Theft (twenty-five percent), and Auto Theft (twenty-five percent). There were only two areas of Part I Offenses that had increased which was Rape and Arson. The clearance rate for Part I offenses were twenty-two percent for 2010. Chief Gross further stated there was a seven percent decrease in Part II Offenses which included Forger/Counterfeiting, Fraud, Vandalism, DUII, Liquor Laws, Curfew Violations and Runaways. The most notable increases in Part II offenses were in Sex Offenses, Weapons Laws, Drugs, and Disorderly Conduct. Underage drinking continued to be an issue and there were two hundred thirty minors cited for MIC/MIP. Chief Gross further stated traffic enforcement remained steady with officers making 5,371 traffic stops during the year. Comparing the stops to citations issued, on average one out of every five persons stopped received a traffic citation. As a result, accidents in Seaside continued to decrease by eleven percent. Chief Gross further stated some more good news to report was in the past five years there had been a steady decline in juvenile arrests. That trend continued in 2010 with one hundred twenty seven juveniles arrested, a sixteen percent drop from the previous year. Over the past five years, juvenile arrests had dropped by one hundred thirty-eight percent. Chief Gross further stated in looking at Use of Force, there were fifty documented cases during 2009 a reduction of four from the previous year. There were thirty-two percent Use of force cases that occurred after midnight and sixty-nine percent involved alcohol or drugs. There were no injuries to officers during the year and there were no citizen complaints that involved use of force during the year. Chief Gross further stated he could not make an annual report to Council without mentioning the dispatchers who were the first voice a person calling for assistance heard and were responsible for ensuring an officer gets to the right location with all the available information. The Police Department could not provide service without the dedication and hard work of the dispatchers. Chief Gross further stated there was the statistical information that every department tracked and used as a barometer to show how well they were doing, and there was other activities that were just as important and helped all ages in the community, which was the connection to the community or Community Oriented Policing. Chief Gross further stated the Seaside Police Department once again took the lead in sponsoring the Fourth Annual South County Citizen's Academy where thirteen community members learned what their law enforcement agency did and the challenges that were faced. This had been so successful there was now an Advanced Citizen's Academy provided with even more information to learn about. The Police Department also completed the Third Annual Child Safety Fair. Working with Safe Kids North Coast and with the assistance of the Tongue Point Job Corp students, a variety of safety information was provided to children and families along with a bicycle safety rodeo. The department continued to provide free safety helmets to children thanks to ongoing donations from citizens and organizations. The Fifth National Night Out event was held in Broadway and Cartwright parks, August 2010, with partners from Seaside Rotary, Seaside Kiwanis, Sunset Empire Park & Recreation, and the Seaside Chamber. A free old fashioned picnic was provided and the community had the opportunity to talk with officers, ask questions and get crime prevention information. Chief Gross further stated the Police Department provided daily police logs on-line every day and randomly sent out citizen surveys seeking feedback from customers on how the department was doing. Nixle, a free notification program continued to notify citizens when there was water over the roadway, an intersection was blocked, there was no power, or any other noteworthy information for citizens and visitors. The department continued to be active in SDDA, Seaside Chamber of Commerce, Reduce Underage Drinking Task Force, Domestic Violence Council, Lunch Buddy Mentoring Program, Substance Abuse Prevention Coalition and United Way. Chief Gross further stated as the department moved forward in 2011, the partnerships would continue with improving radio communications, and participation in a records management system that would improve records sharing throughout the County. The department must work with the City Manager and City Council for long term solutions for funding and staffing. Chief Gross thanked City Manager, Mark Winstanley and the City Council for their ongoing support of the police department and recognized times were tough for communities and many of the citizens and the department would continue to look for ways to work together with the community and continue to make Seaside a safe place to live and visit. Chief Gross further stated he would be glad to answer any questions.

Mayor Larson asked if the Oregon Wireless Interoperability Network (OWIN) was really dead right now.

Chief Gross stated his understanding was that with the OWIN project the governor had agreed to honor the current commitments that were out there for the first phase which was fortunate because Seaside was in the first phase.

APPROVAL –  
AUDIT CONTRACT

Mark Winstanley, City Manager, stated last year was the first year that the auditing firm Kern and Thomson had the contract to do the City's audit and the firm did an excellent job. The audit was received earlier than in the last fifteen years which was very impressive. The firm also took the time to meet with the City Council to discuss the audit and the Council was pleased with the work that Kern and Thompson had done.



Mr. Winstanley further stated staff was recommending that Council enter into a contract for this years audit with Kern and Thompson for the amount of \$38,000.00. Last years contract with Kern and Thompson was \$37,500.00, which was more than \$10,000.00 less then the auditing firm the City had prior.

Motion approving the contract with Kern and Thompson, LLC. in the amount of \$38,000.00 for the 2010-2011 year; carried unanimously. (Barber/Montero)

**COMMENTS – STUDENT REPRESENTATIVE**

Taylor Ames, Student Council Representative, stated winter sports ended last weekend except for the dance team who was going on to state, and the spring sports started today. Ms. Ames further stated the Seaside High School Musical, Good Man Charlie Brown started last weekend and would be playing again Thursday, Friday, and Saturday. Ms. Ames further stated Wednesday, March 9, 2011, there would be a band concert at the high school and Thursday, March 10, 2011, there would be a choir concert.

**PROPOSAL – BIOSOLIDS PROJECT**

Neal Wallace, Public Works Director, stated the Seaside Wastewater Treatment Plant would produce approximately 1,800,000 (1.8 million) gallons of sludge that would be treated to become lime stabilized bio-solids. The City was able to land apply one million gallons at the City farm, leaving 800,000 gallons annually to be hauled and disposed of properly. Last year the contract to haul liquid sludge hauled was for twenty-six cents per gallon, and if the City were to sustain that level annually it would cost \$208,000.00 each year. Mr. Wallace further stated the proposal before Council was with Parker Agricultural Services and the proposal was to dewater the 800,000 gallons of sludge on site and haul the dewatered sludge to the Department of Environmental Quality (DEQ) approved site. The City has the ability to store up to 400,000 gallons in the plant and Parker Ag would come twice a year during the spring and fall to dewater and haul the sludge. Parker Ag charges \$10,000.00 to mobilize equipment, nine cents a gallon to dewater, and 4.3 cents per gallon to haul and land apply. Cost for the 800,000 gallons with Parker Ag would be: Mobilization (two times) \$20,000.00, Dewater (9 cents times 800,000) \$72,000.00, Haul (4.3 cents times 800,000) \$34,400.00, for a total of \$126,400.00. Dewatering would cost approximately sixty percent of the previous method of hauling. Mr. Wallace further stated Parker Ag was the only contractor working in the area that offered all of the services in one contract. There was a contractor in Florida and Texas that offered the services, but were not in the area and would not haul the small amount the City had to dewater. Parker Ag was active in the Northwest, had good local references, and had a positive history with DEQ. Staff recommended accepting Parker Ag's proposal and entering into a three year contract to dewater and haul for the City starting in the spring.

Council President Lyons stated after the dewatering was the finished product like compost or potting soil.

Mr. Wallace stated that was correct the finished product was like compost.

Councilor Barber asked if the cost of hauling the sludge and now for the contract with Parker Ag impacted the cost of sewer fees charged to residents.

Mr. Wallace stated the sewer fees were not raised to cover the cost of the hauling and the contract with Parker Ag. Mr. Wallace further stated the cost of the bio-solids would very likely be wrapped into a larger picture that would be presented to Council in the near future.

Mr. Winstanley stated the City's bond people were currently working on different options to bring before the Council concerning the work that needed to be done at the Wastewater Treatment Plant. The work that needed to be done would require a relatively small rate increase. The cost would be itemized for the Council.

Councilor Montero asked who would benefit from Seaside's bio-solids.

Mr. Wallace stated the sites were largely farm locations in The Dalles, which was desirable in that area.

Motion accepting the contract with Parker Ag to dewater and haul sludge for the City two times a year for three years in the amount of \$126,400.00; carried unanimously. (Johnson/Barber)

**COMMENTS – COUNCIL**

Councilor Johnson stated as the appointed chair for the Seaside Transit Center Site Selection Committee there was bad news to report. The Committee was great and met and selected two locations in Seaside. Councilor Johnson further stated he met with Ron Bline, Sunset Empire Transportation District Board Chairman, and the application for a location in Seaside had been withdrawn due to the challenges that would be faced by the district over the next year or more.

Mayor Larson stated the five Mayors of Clatsop County along with a County Commissioner, a Port Commissioner, and a Coast Guard Representative had been meeting once a month for lunch to discuss diversity and racism. The meetings were instigated by a couple of incidents that took place with the Coast Guard. There had been several lengthy meetings but the group was not really getting any resolution. A meeting of the elected officials was scheduled based on an incident with several Tongue Point Students and approximately eighty-five people attended to discuss the situation. Mayor Larson further stated two County Commissioners informed the group they would take the information to the County Commission for discussion to form a new diversity committee.

Councilor Montero stated that information had changed when the Mayor left the meeting because Scott Lee was elected as the chair of the committee. There was not any conversation that people who were on the committee were now off the committee. Every City could choose who they wanted as a representative for the committee. The intent was to have a County wide committee to look at each City's biases to develop some training. Councilor Montero further stated there were various local people who came forward that had expertise in diversity training, cultural appreciation, and many more aspects that went with the issue. Councilor Montero further stated at the end of the meeting there was somewhat of a work plan that would include training but had not been formulated. The next meeting was scheduled for later in May, 2011.

Councilor Phillips asked how a group would go from just talking about diversity issues to actually making sure something happened with the issues.

Councilor Montero stated that would be part of the challenge. There were people at the meeting that discussed different policies and procedures for social incidents. The Sunset Empire Transportation District had no policy in place for ejecting people from the bus for misbehavior, harassment, and any behavior like that. There were people who offered to provide training or bring in experts to help Human Resource Directors in the County to make sure there were policies in place on all of the employers. How that would work with the rest of the public would be another issue.

Councilor Phillips state the School District had policies in place on ways to deal with issues involving the schools.

Councilor Lyons stated the football season was beginning again with the Pig Bowl playing in two games this year with one game being played in Salem on June 11, 2011, and the other game being played in Seaside on June 25, 2011.

Mayor Larson stated the City Council Goal Setting meeting was scheduled for Friday, March 11, 2011, in the afternoon and Saturday, March 12, 2011, in the morning. Council had a list of goals to review. Mayor Larson further stated Thursday, February 24, 2011, the Seaside Civic and Convention Center celebrated their 40<sup>th</sup> birthday party with the Chamber after hours. What a marvelous program and show that evening and in addition the first Jazz group Ivory and Gold had performed.

**COMMENTS – STAFF**

Russ Vandenberg, Convention Center & Visitors Bureau General Manager, stated the All American City Committee which consisted of Gini Dideum, Mary Blake, Doug Barker, Veronica Russell, and Councilor Stubby Lyons, had completed the application for All American City which was a fifteen month process. The committee was very proud of the application and on Tuesday, March 1, 2011, at 12:00 pm, the application would be sent to the post office by the Mayor who would be escorted in the Seaside Fire Department Mac Truck.

Mr. Winstanley stated he wanted to take the opportunity to compliment the Seaside Police Department. The department had come a long way over the last few years and was a shining example of what a small community police department could be like. The City owed that to Chief Gross who had done a marvelous job since working for Seaside, and not only by the department but also the community. Mr. Winstanley further stated the Sunset Empire Transportation District continued to support a transportation hub in Seaside and also would continue to attempt to secure funds in the future for the hub.

Mayor Larson introduced Chuck Minor who was the new Chamber of Commerce President.

**ADJOURNMENT**

The regular meeting adjourned at 8:06 PM.

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Kim Jordan, Secretary

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DON LARSON, MAYOR

# ORDINANCE NO. 2011-01

## AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING CHAPTER 92 OF THE SEASIDE CODE OF ORDINANCES REGARDING ANIMALS

WHEREAS, the City of Seaside is seeing more aggressive dogs in the City; and

WHEREAS, the Police Department recently investigated the death of a dog at the hand of another dog; and

WHEREAS, Ordinance 92 of the Seaside Code of Ordinances regarding animals has not been reviewed or updated since 1988 to ensure compliance with Oregon Revised Statute;

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

**SECTION 1.** Chapter 92 of the Seaside Code of Ordinances is amended to read:

### DOG CONTROL

#### § 92.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**DOG.** Both male and female.

**ANIMAL CONTROL OFFICER.** The Community Service Officer of the Seaside Police Department or any other authorized law enforcement officer.

**OWNER.** A person, firm, association, or corporation owning, keeping, or harboring a dog.

**KEEPER.** A person who owns, possesses, control or otherwise has charge of a dog, other than:

- a) A licensed business primarily intended to obtain a profit from the kenneling of dogs;
- b) A humane society or other nonprofit animal shelter
- c) A facility impounding dogs on behalf of the city or county; or
- d) A veterinary facility.

**KENNEL.** Any lot or premises on which four or more dogs more than six months old are kept.

**AT LARGE.** Off or outside the premises from which the keeper of the dog may lawfully exclude others of the dog owner, or the person having the control, custody or possession of the dog, is not in the company of and under the control of its keeper.

**HABITUALLY.** Three or more of the same offenses in a 12-month time period.

**DANGEROUS OR VICIOUS DOG.** A dog that:

- a) Causes serious physical injury or death to any person, or
- b) Causes the death of another animal while at large, off the property of the owner, not under the control of the "keeper"; or
- c) Having previously designated a potentially dangerous dog, it causes physical injury to any person; provided, however this subsection shall not include an animal which injures a person over 12 years of age trespassing on the keepers premises or a person tormenting or abusing the dog; or
- d) Is a wild dog; or
- e) Is a dog trained for dog fighting or kept, harbored, or possessed primarily for the purpose of dog fighting.

**PHYSICAL INJURY.** Impairment of physical condition or substantial pain.

**SERIOUS PHYSICAL INJURY.** Physical injury which creates a substantial risk of death, or which causes serious and protracted disfigurement, protracted impairment of health or protracted loss or impairment of the function of any bodily organ.

**EUTHANIZED.** Put to death in a humane manner by a licensed veterinarian or certified Oregon euthanasia technician.

§ 92.02 PRESUMPTION OF OWNERSHIP

(A) It is presumed that the person shown on the application for the license of a dog as the owner, is the owner of such dog.

(B) The adult occupants of a dwelling shall be presumed to be the co-owners of any dogs housed in such dwelling or on the premises thereof.

§ 92.03 DOGS NOT TO BE AT LARGE.

(A) It shall be unlawful for any person to allow a dog to run at large. **A dog off or outside the premises of the keeper not restrained by a rope, line, leash, chain or other similar means, or not under the immediate control, restraint or command of the keeper thereof. If a dog is not restrained by a tether of some kind, is not at heel or not a working dog in the field that dog shall be deemed "at large".**

(B) The following dogs shall not be considered subject to the definition of dog at large as defined under § 92.01, above:

(1) Dogs on the beach are limited only to voice or signal command. The owner is responsible for the animal's behavior and physical control while on the beach.

(2) Dogs under the complete control of a person **by and** being on an eight feet or less adequate chain or leash.

(3) Dog's safely and securely confined or completely controlled while in or upon a motor vehicle.

§ 92.04 DOGS IN PUBLIC PLACES.

No person shall permit a dog, including those on chains or leashes, to be in any bus, restaurant, theater, school building, or upon the public grounds of any such building in the city except guide dogs for the blind or deaf, **police K-9 or service dogs.**

§ 92.05 LOCATION OF DOGS THAT ARE TIED.

(A) No person shall tie a dog on the owner's property so that it would have access to any person approaching the main entry of that residence.

(B) No person shall tie a dog on property so that the dog has access to the sidewalk or to the city street.

(C) No person shall tie a dog to any object or leave it unattended on any city street or sidewalk or on the property of any business in the city.

§ 92.06 **DANGEROUS OR VICIOUS DOGS AND DOGS THAT BITE.**

(A) Any person owning or harboring a **dangerous or** vicious dog shall keep the dog securely leashed and muzzled or otherwise securely restrained when off its property.

(B) The dog must not be unconfined when on its own property. It must be restrained by a secure fence, other secure enclosure or any other security device which effectively prevents the dog from going beyond the premises or from coming in contact with any person legally on the premises.



- (C) The dog must be so restrained within the house so that it does not have access to any person for which an entry door to the house is opened.

§ 92.07 NUISANCE DOGS.

No person shall allow a dog to be a public nuisance. A dog is a public nuisance if it:

- (A) Bites a person;
- (B) Habitually chases vehicles or persons;
- (C) Damages or destroys property of persons other than the owner of the dog;
- (D) Scatters garbage;
- (E) Habitually trespasses on private property of person other than the owner of the dog;
- (F) Disturbs any person by frequent or prolonged noises;
- (G) Is a female in heat and running at large; or
- (H) Drinks from a public fountain.

§ 92.08 DOG WASTE MATTER.

No person owning or in custody, possession or control of any dog shall cause or permit the dog to defecate on any property other than that of the person owning, or in custody, possession or control of the dog; but it shall be a defense to this charge to immediately remove and **properly dispose of** the feces from the property.

§ 92.09 IMPOUNDING; SEIZING OF DOG BITING PERSON.

- (A) A dog which is running at large, is a nuisance, or is unlicensed, is in violation of this ordinance and may be impounded by the Chief of Police, ~~Humane Officer~~, Community Service Officer, or any other authorized law enforcement officer.
- (B) A dog found biting a person may be summarily seized by any person and promptly delivered to the Police Department, ~~Humane Officer~~, Community Service Officer, or any other authorized law enforcement ~~department or~~ officer for impounding.

§ 92.10 NOTICE OF IMPOUNDMENT.

- (A) Whenever a dog is impounded pursuant to the provisions of this subchapter, **and in a case where** the owner or custodian of the dog is known to the impounding official, he shall forthwith give notice of the impounding by personal service or by mail upon the owner or custodian; and if the owner or custodian does not, within five days after the date of service of the notice, claim the dog and pay a redemption fee as established by the city, the dog may be humanely killed or disposed of to a person agreeing to provide it a suitable home.
- (B) ~~In case~~ If the owner or custodian of the dog is not known to the ~~City Animal Control Officer~~, **Community Service Officer**, a notice of impoundment shall be ~~placed~~ **posted** on the bulletin board at the police station and if at the expiration of five days after notice is posted, neither the owner nor custodian claims the dog and pays a redemption fee as established by the city, it may be humanely killed or disposed of to a person agreeing to provide a suitable home.

§ 92.11 RIGHT OF APPEAL.

A dog owner, believing himself aggrieved by the seizure and impounding of his dog may apply to the municipal judge for the release of his dog; and the municipal judge shall thereupon set a time and place for hearing the application and notify the enforcing officer; and upon a summary hearing at such time and place the municipal judge shall have full power to determine whether the dog has been wrongfully impounded and whether he shall be returned to his owner and upon what terms.

POTENTIALLY DANGEROUS DOGS

§ 92.25 PURPOSE.

The purposes of §§ 92.26 through 92.29 is to establish a procedure whereby dogs that pose a reasonably significant threat of causing serious injury to humans, other animals or property are identified and subjected to precautionary restrictions before any such serious injury has occurred.

§ 92.26 CLASSIFICATION OF LEVELS OF DANGEROUSNESS.

A dog shall be classified as potentially dangerous based upon specific behaviors exhibited by the dog. For the purposes of §§ 92.25 through 92.29 behaviors establishing various levels of potentially dangerousness are as follows:

- (A) Level 1 behavior is established if a dog at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any domestic animal.
- (B) Level 2 behavior is established if a dog at large is found to menace, chase, display threatening or aggressive behavior or otherwise threaten or endanger the safety of any person.
- (C) Level 3 behavior is established if a dog, while confined in accordance with § 92.06 aggressively bites any person.
- (D) Level 4 behavior is established if a dog while at large, aggressively bites or causes physical injury to any person or domestic animal.
- (E) Level 5 behavior is established if:
  - (1) A dog, whether or not confined, causes the serious injury or death of any person
  - (2) A dog, while at large, kills **or causes a severe injury leading to the animals death** ~~any domestic animal~~;
  - (3) A dog engages in or is found to have been trained to engage in exhibitions of fighting; or
  - (4) A dog that has been classified as a Level 4 potentially dangerous dog repeats the behavior described in division (D) of this section after the owner receives notice of the Level 4 classification.
- (F) Notwithstanding division (A) through (E) of this section, the Chief of Police or his designee shall have discretionary authority to refrain from classifying a dog as potentially dangerous, even if the dog has engaged in the behaviors specified in division (A) through (E) of this section, if the Chief of Police or his designee determines that the behavior was the result of the victim abusing or tormenting the dog or other extenuating circumstances. In any case, no dog shall be classified as potentially dangerous if the behavior in question was directed against a trespasser inside any fully-enclosed building on private property if all exterior doors of the building were locked at the time the trespass occurred.

§ 92.27 IDENTIFICATION OF POTENTIALLY DANGEROUS DOGS; NOTICE AND APPEAL.

- (A) The Chief of Police or his designee shall have authority to determine whether any dog has engaged in the behaviors specified in § 92.26. This determination shall be based upon an investigation that includes observation of and testimony about the dog's behavior, including the dog's upbringing and the owner's control of the dog. These observations and testimony can be provided by the ~~Animal Control Officer~~ **Community Service Officer** or by other witnesses who personally observed the behavior. They shall sign a written statement attesting to the observed behavior and agree to provide testimony regarding the dog's behavior if necessary.
- (B) The Chief of Police or his designee shall give the dog's owner written notice by certified mail or personal service of the dog's classification as potentially dangerous dog and of the additional restrictions applicable to that dog by reason of its classification. If the owner denies that the behavior in question occurred, the owner may appeal the Chief of Police or his designee's decision to the Municipal Judge by filing a written request for a hearing with the Chief of Police within ten days of the date the notice was mailed to the owner by certified mail or the owner was personally served.
- (C) The Municipal Judge shall hold a public hearing on any appeal from the Chief of Police's decision to classify a dog as potentially dangerous. The owner and any other persons having relevant evidence concerning the dog's behavior as specified in § 92.26 shall be allowed to present testimony. The Municipal Judge shall determine whether the behavior specified in § 92.26 was exhibited by the dog in question. The Municipal Judge shall issue an order containing his or her determination, which shall be final.
- (D) Once the owner has received notice of the dog's classification as a Level 1, 2, 3, or 4 potentially dangerous dog pursuant to subsection (B) of this section, the owner shall comply with the restrictions specified in the notice until such time as the Chief of Police or his designee's decision may be reversed on appeal. Failure to comply with the specified restrictions pending the completion of all appeals shall be a violation of this chapter for which a fine can be imposed. Additionally, the Chief of Police or his designee shall have authority to impound the dog pending completion of all appeals.
- (E) If the Chief of Police or his designee finds that a dog has engaged in Level 5 behavior, the dog shall be impounded pending the completion of an appeal. If the Chief of Police or his designee's decision is upheld on appeal, the dog's owner shall be liable for the cost of the dog's impoundment **including any necessary medical care.**
- (F) The imposition of regulations pursuant to this section shall not prevent the issuance of a citation pursuant to §§ 92.01 through 92.11.

§ 92.28 REGULATION OF POTENTIALLY DANGEROUS DOGS; NOTICE OF APPEAL.

~~In addition to the other requirements of Ordinance No. 83.2,~~ The owner of a potentially dangerous dog shall comply with the following regulations:

- (A) If the dog has engaged in Level 1 behavior, the dog shall be restrained by a physical device or structure that prevents the dog from reaching any public sidewalk or adjoining property whenever that dog is outside the owner's home on a leash.
- (B) If the dog has engaged in Level 2 behavior, the owner shall confine the dog within a secure enclosure whenever the dog is not on a leash or inside the home of the owner. The secure enclosure must be located so as not to interfere with the public's legal access to the owner's property.
- (C) If the dog has engaged in Level 3 behavior, the owner shall meet the requirements of division (B) of this section and shall also post warning signs on the property where the dog is kept.

(D) If the dog has engaged in Level 4 behavior, the owner shall meet the requirements of divisions (B) and (C) of this section and shall, additionally, not permit the dog to be off the owner's property unless the dog is muzzled and restrained by an adequate leash and under the control of a capable person.

(E) Any dog that has been found to have engaged in Level 5 behavior as described in § 92.26 shall be euthanized. In addition, the Chief of Police or his designee may suspend, for a period of up to five years that dog owner's right to be the owner of any dog within the city limits, including dogs currently owned by that person.

§ 92.29 BANNING OF DANGEROUS DOGS.

(A) At the discretion of the chief of Police a dog with a documented history of exhibiting Level 3 or 4 behavior may be prohibited from entering or residing within the city limits except to be transported in a secure vehicle while passing through the city.

(B) In addition, the Chief of Police is empowered to ban a Level 3 or 4 dog from the city limits for a specified period of time or permanently, however, the dog owner shall have the right of appeal, specified in § 92.27 of any decision under this section.

§ 92.30 SELLING OF DANGEROUS DOGS.

No person shall sell or otherwise transfer to another ownership of a potentially dangerous dog within the city limits. No person shall secrete or harbor a dangerous dog for another while the owner of that dog exercises the right of appeal.

§ 92.31 RESTITUTION AND DAMAGE.

(A) The owner(s) of a dog that injures a human shall be liable for damages such as hospitalization, and medical costs, compensation, and other consequential damages incurred by the victim.

(B) The owner(s) of a dog that bites or injures any domestic animal (including birds and husbandry animals) shall be liable for damages such as veterinary costs, compensation and other consequential damages incurred by the owner of the injured animal.

§ 92.32 REPORTING OF POTENTIALLY DANGEROUS DOGS.

Any person who observes or has evidence of behavior as described in § 92.26 shall forthwith notify the Chief of Police.

## LICENSING OF DOGS

§ 92.45 DEFINITIONS

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

DOG. Both male and female

KENNEL. Any lot or premises on which four or more dogs more than six months old are kept.

OWNER. A person, firm, association, or corporation owning, keeping, or harboring a dog. (Ord. 82-30, passed 12-27-82; Am. Ord. 84-12 passed 5-14-84)

§ 92.46 LICENSE REQUIREMENT

Every dog that resides within the city and that has developed permanent canine teeth or is six months old, whichever occurs first, shall be licensed according to the terms and requirements herein. The licensing year shall be the same as the calendar year. No license may be issued without proof of rabies inoculation as provided herein. Operation of a kennel shall require the license described above along with a business license. A kennel shall only be operated in areas that comply with the zoning code.



§ 92.47 LICENSE FEES.

(A) The following annual license fees shall be applicable and payable to the city on January 1, 1983 of each year, and ~~January 1 of each subsequent year~~, and shall be paid no later than March 1, 1983, and ~~March 1 of each subsequent year~~.

- (1) For each spayed female or neutered male for which a veterinarian's certificate of operation for the spaying or neutering of the dog is presented to the city, ~~five (\$5)~~ **fifteen (\$15) dollars**.
- (2) For each dog kept primarily in a Kennel and not permitted to run at large, ~~five (\$5)~~ fifteen (\$15) dollars, so long as the dog is not taxed as inventory pursuant to O.R.S. 310.608. In the event that the dog is so taxed, a fee shall not be charged for the issuance of a license for that dog.
- (3) For the first dog owned by a resident of the city who is 65 years of age or older as of March 1 of each year, the license fee shall be ~~three (\$3)~~ five (\$5) dollars if the dog is shown to be spayed or neutered. For each additional dog, the regular applicable fee shall be charged. These fees are set pursuant to the minimum fee requirements of O.R.S. 609.100, as amended by 1977 O.L. Ch. 189, Sec. 10.
- (4) For each dog owned by a resident of the city who is disabled, "disable" describing a person who has been classified as or determined to be totally disable by any state or federal agency, and who presents verification thereof from the classifying agency, the license fee shall be ~~three (\$3)~~ five (\$5) dollars if the dog is shown to be spayed or neutered as provided herein, and ~~nine (\$9)~~ fifteen (\$15) dollars if the dog is not spayed or neutered. For each additional dog, the regular applicable fee shall be charged. These fees are set pursuant to the minimum fee requirements of O.R.S. ~~609.100~~, **609.10**, as amended by 1977 O.L. Ch. 189, Sec. 10. Provided, however, that pursuant to O. R.S. 609.100(4), no license fee shall be required to be paid for any dog owned by a blind person who uses it as a guide. A license shall be issued for such dog upon filing with the city an affidavit by the blind person showing such dog to be within this exemption.
- (5) For any other dog, ~~ten (\$10)~~ **fifteen (\$15) dollars**.

(B) Where a person establishes residence in the city or obtains ownership of a dog after March 1 of each year, or where a person owns a dog who turns six months of age or develops permanent canine teeth after March 1 of each year, that person shall have 30 days to obtain a dog license as provided above. The license fee shall be prorated as follows:

- (1) If the original license fee is ~~ten (\$10)~~ **fifteen (\$15) dollars**, the fee for the license obtained on or after April 1 of each year shall be ~~nine (\$9)~~ **fourteen (\$14) dollars**.
- (2) If the original license fee is ~~five (\$5)~~ **ten (\$10) dollars**, the fee for the license obtained on or after April 1 of each licensing year shall be ~~three (\$3)~~ **nine (\$9) dollars**.

§ 92.48 RABIES INOCULATION REQUIRED.

Prior to the issuance of a license, the city, pursuant to O.R.S. 433.375, shall require proof of rabies inoculation that is valid for the entire year for which the license is applied, and properly certified by a licensed veterinarian, unless the dog for which the license is applied is specifically exempted by the State Health Division or the State Department of Agriculture. The ~~Animal Control Officer~~ **Community Service Officer** shall keep on record such evidence of inoculation for future licensing years. Where the dog is too young or otherwise not able to receive his inoculation safely, a veterinarian's certificate as to this fact may be submitted in lieu of the rabies inoculation.

§ 92.99 PENALTY.

- (A) (1) A violation of § 92.07 may be punishable by a fine of not more than one hundred fifty (\$150) dollars for the first violation, **two hundred-fifty (\$250) dollars for the second violation and** ~~or not more than three hundred (\$300)~~ **three hundred-fifty (\$350) dollars** for each additional violation occurring within six months of the first violation or imprisonment in the ~~city~~ **county** jail for not more than five days or both.
- (2) A violation of §§ 92.01 through 92.06 or §§ 92.08 through 92.11 may be punishable by a fine not to exceed **seven hundred (\$700) dollars** or imprisonment in the ~~city~~ **county** jail for not more than five days or both.
- (3) Each violation of a separate provision of §§ 92.01 through 92.11 shall constitute a separate offense. Each day that a violation is committed or permitted to continue shall constitute a separate offense.
- (4) ~~In addition to any fines, if a dog has been repeatedly found to be a public nuisance as defined in § 92.07, the court may order such disposition of the dog as the court considers necessary for the safety or health of the public.~~  
**For each impound in violation of §§ 92.01 through 92.06 or §§ 92.08 through 92.11, the owner or keeper of the dog is required to pay an impound fee of twenty-five (\$25) dollars (licensed) or forty (\$40) dollars (unlicensed) for the first offense; fifty-five (\$55) for a second offense within one year and seventy-five (\$75) dollars for each subsequent offense within one year.**
- (5) (4) In addition to any fines, if a dog has been repeatedly found to be a public nuisance as defined in § 92.07, the court may order such disposition of the dog as the court considers necessary for the safety or health of the public.
- (B) Violation of any provision of §§ 92.25 through 92.32 is punishable by a fine of not to exceed **five hundred (\$500) dollars**.
- (C) Any dog owner who fails to license his dog by the dates provided in §§ 92.45 through 92.48 shall be assessed a penalty of ~~ten (\$10)~~ **fifteen (\$15) dollars** per dog **when no enforcement action is taken or thirty (\$30) dollars per dog when enforcement action is taken** in addition to the applicable regular license fee. ~~and \$20 for each subsequent violation.~~

**ADOPTED** by the City Council of the City of Seaside on this \_\_\_\_ day of \_\_\_\_\_, 2011, by the following roll call vote:

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

**SUBMITTED** to and **APPROVED** by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTEST:

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

**ORDINANCE NO. 2011-04**

**AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE ZONING MAP REFERENCED IN CODE OF SEASIDE ORDINANCE CHAPTER 158, ADOPTING AN UPDATED ZONING MAP OF SEASIDE, OREGON.**

**WHEREAS**, the Planning Commission conducted a public hearing regarding an amendment to the Seaside Zoning Ordinance that would updated the current zoning map, and made recommendation to the Council based on findings and conclusions which support the proposed amendment; and

**WHEREAS**, the City Council reviewed the Commission's recommendation on zone code amendment 10-040ZMA during their meeting on February 28, 2011, and determined the proposed amendment conforms to the City of Seaside Zoning Ordinance in Code of Seaside Ordinance Chapter 158 and the City of Seaside Comprehensive Plan, Code of Seaside Ordinance Chapter 151.

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

**SECTION 1.** Amend the zoning map referenced in Section 2.030 of the Seaside Zoning Ordinance, as follows:

The updated map entitled Zoning Map of Seaside, Oregon is attached hereto and the digital file of this map will be recognized as the official zoning map.

**SECTION 2.** The Seaside Planning Commission did hold a public hearing on December 7, 2010, and an opportunity to provide evidence in favor and in opposition of the zoning ordinance amendment could be given. Following a continuance of the hearing, the Commission recommended approval of the Zoning Ordinance amendment and adoption of the new Zoning Map.

**SECTION 3.** The City Council hereby approves the zoning ordinance amendment (file reference #10-040ZMA) based upon the findings and conclusions in the Planning Commission's recommendation.

**ADOPTED** by the City Council of the City of Seaside on this \_\_\_\_ day of \_\_\_\_\_, 2011, by the following roll call vote:

YEAS:  
NAYS:  
ABSTAIN:  
ABSENT:

**SUBMITTED** to and **APPROVED** by the Mayor on this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTEST:

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

## **SEASIDE BUDGET COMMITTEE**

The Seaside Budget Committee meets publicly to review the budget documents as proposed by the budget officer. The budget committee receives the budget and budget message and provides an opportunity for the public to ask questions about and comment on the budget. The committee also approves a budget, and, if ad valorem property taxes are required, approves an amount or rate of tax for all funds that receive property taxes.

The budget committee is composed of the governing body and an equal number of electors appointed by the governing body. All members of the budget committee have equal authority. An elector is a qualified voter who has the right to vote for the adoption of any measure. If the governing body cannot find a sufficient number of electors who are willing to serve, those who are willing and the governing body become the budget committee.

Applicants for the Budget Committee need to be registered voters of the City of Seaside for at least one year prior to serving on the Committee. The appointive members of the budget committee cannot be officers, agents or employees of the local government. Spouses of officers, agents or employees of the local government are not barred from serving on the budget committee if they are qualified electors and not themselves officers, agents, or employees. Appointive members of the budget committee are appointed for three-year terms.

The committee shall elect a presiding officer from among the members at the first meeting. No member of the budget committee may receive any compensation for their services as a member of the committee.



## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** January 10, 2011  
  
**Name:** **Oliver Vernor**  
**Dana Phillips**  
  
**Commission/Committee:** Budget Committee  
  
**Resignation Date:** **Phillips – January 3, 2011**  
  
**Term Expiration Date:** **December 31, 2010 – Vernor**  
**December 31, 2011 – Phillips**  
  
**Wants to be considered again:** Vernor – No  
Phillips – No
  
2. **Applicants:**
  
3. **Nominations:**
  
4. **Appointment:**



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## BUDGET COMMITTEE

Term of Office: 3 years

Number of Members: 14 (Includes City Council)

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
VACANCY			12/31/2010
GUY WILLIAMS	1125 N. HOLLADAY DR.	738-5342	12/31/2011
REBECCA BUCK	P O BOX 1152	738-3045	12/31/2011
VACANCY			12/31/2011
GAYLE SPEAR	50 7 <sup>TH</sup> AVENUE	738-7942	12/31/2012
ROBERT JOHNSON	2358 S. EDGEWOOD	717-1824	12/31/2012
LES MCNARY	1624 S. FRANKLIN	738-0759	12/31/2013

## **SEASIDE CIVIC AND CONVENTION CENTER COMMISSION**

The purpose of the Seaside Convention Center Commission is to be an advisory body to make recommendations to the City Council on matters concerning the Civic and Convention Center. The Commission shall make recommendations concerning policy matters related to the Civic Convention Center. The Civic and Convention Center Commission shall advise the Convention Center Manager, City Manager and City Council on all items relating to the operation of the Civic and Convention Center including but not limited to: Contracts; Building Improvements; Employment of Civic and Convention Center Manager; Rentals; and Budget.

The commission consists of seven members who are not employees of the city and shall be residents, or owners or employees of businesses within the city limits of Seaside.

Each year, at the first Commission meeting in November, the members shall appoint one of their members as Chairperson and one as Vice-Chairperson. The center manager shall serve as Secretary to the Civic and Convention Center Commission.

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 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.

## COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** January 10, 2011  
**Name:** Dana Phillips  
**Commission/Committee:** Convention Center Commission  
**Resignation Date:** January 3, 2011  
**Term Expiration Date:** October 25, 2013  
**Wants to be considered again:** N/A
2. **Applicants:**  
Chuck Minor
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 Appointment

PLEASE RETURN TO CITY HALL BY: February 23, 2011

NAME MINER CHUCK PHONE 503-440-9240  
Last First  
ADDRESS 2335 S. EDGEWOOD ST. SEASIDE OR 97138  
LENGTH OF TIME IN SEASIDE 5 YEARS  
ARE YOU A REGISTERED VOTER IN SEASIDE: Yes  No   
OCCUPATION RETIRED  
PAST OCCUPATIONS OWNER C BY THE SEA

List committee/commissions you are currently appointed to: SEASIDE CHAMBER BOARD  
SEASIDE CHAMBER AMBASSADORS

List committee/commissions on which you would like to serve: SEASIDE CIVIC AND CONVENTION CENTER COMMISSION

List fields in which you have interest or ability:  
ORGANIZATION SKILLS

LEADERSHIP QUALITY  
PUBLIC SPEAKING

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

CHAMBER BOARD PRESIDENT  
BUSINESS OWNER  
FINANCE MANAGER

SALES MANAGER  
AMBASSADOR PRESIDENT  
ROTARY MEMBER

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

MANAGEMENT  
FINANCE  
BUSINESS OPERATION  
LEADERSHIP

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? N/A

When? N/A Please explain: N/A

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>SANDY McDOWALL</u>	<u>FRIEND</u>	<u>SEASIDE</u>	<u>503-738-9515</u>
<u>DOUG BARKER</u>	<u>FRIEND</u>	<u>SEASIDE</u>	<u>503-717-3307</u>
<u>JEFF WOOD</u>	<u>FRIEND</u>	<u>SEASIDE</u>	<u>503-440-1864</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 7-28-2011

SIGNATURE 



# CITY of SEASIDE

OREGON'S  
FAMOUS  
ALL-YEAR  
RESORT

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

## CONVENTION CENTER COMMISSION

Term of Office: 4 years

Number of Members: 7

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
MARK TOLAN	454 FAIRWAY CT.	738-0982	10/25/2012
SETH MORRISEY	PO BOX 333	440-2138	10/25/2012
JEFF KILDAY	P O BOX 1031	738-3018	10/25/2013
VACANCY			<b>10/25/2013</b>
TERRY BICHSEL**	414 N. PROM	738-3334	10/25/2013
MARC POSALSKI	P O BOX 980	503-440-4797	10/25/2014
RANDY FRANK*	454 HIGHLAND	738-7379/4331	10/25/2014

\*CHAIR

\*\*VICE CHAIR

# City of Seaside Annual Report

Western Oregon Waste

November 15<sup>th</sup>, 2010



## Introduction

In January, we shared the news about our partnership with our new minority shareholder, Recology Oregon. This partnership was a first step, stemming from a three year long process of careful consideration of an appropriate succession plan for WOW. In August, we announced our plan to fully join forces with Recology by the end of 2010. We are satisfied that their culture and dedication to their customers, communities, and employees is as strong as ours. Recology has been around since 1920, and is a 100% employee-owned company. They have over 90 years of experience providing collection services for large and small communities, anticipating and meeting the needs of both urban and rural customers. We have been assured that WOW will continue to be WOW, and that the management team will remain intact. You will continue to see the same faces and have access to the same decision makers. At WOW, we have been impressed with Recology's tremendous successes in waste diversion and resource recovery and look forward to being a part of the same innovation and energy. Combining WOW with Recology brings a synergistic approach to our business philosophy and culture. Serving our customers and caring for our employees, as well as being stewards of our environment, will continue to be our priorities.

## Economic Climate

We would like to share some numbers which help illustrate the current economic climate of our business, specific to our operations in Seaside. As of September 2010, revenue is up 2.41% compared to 2009, but is down 1.81% from our projections. Commercial container revenue is up 3.17% vs. 2009, but is down 1.49% from our projections. Can/cart revenue is up .19% vs. 2009, and down 4.8% from our projections. Drop Box (large construction/demolition clean up boxes) revenue is up 7.37% compared to 2009, and up 2.53% from our projections.

County-wide, garbage disposal is down by 2.2% compared to 2009, and is 2.3% less than we projected.

This year we have been very successful in beating our health care budget projections. The decision to become self-insured, and take the expense under our own management, has led to savings of 25-30% compared to a traditional insurance plan.

While the economy has shown some signs of recovery, overall, revenue is still down compared to previous years. Though we have had some success doing more with less, we may not be able to offset all of the lost revenue through cost savings, delayed capital expenses, and other temporary measures.

## Recycling Activities

According to the recently released 2009 DEQ Material Recovery Report for Clatsop County, we achieved a Recovery Rate of 36% last year. This is an impressive achievement, considering that the Recovery Rate goal for Clatsop County is only 25% currently. WOW is dedicated to assisting the residents of Clatsop County in achieving even greater resource recovery goals through development of innovative programs and educational efforts.

Over the previous 3 years, the average resident of Clatsop County generated just over 3,000 lbs of overall waste per year – roughly 2,000 lbs of garbage, and 1,000 lbs of recyclable (recoverable) material. Interestingly, the numbers decreased in 2009 by nearly 500 lbs per year, per resident. Residents generated 16% less overall waste in 2009 than in 2008, with a greater proportion of the decrease being garbage. This is in keeping with trends nation-wide. In a down economy, people are buying less, and creating less waste.

Last year we reported the crash in the recycling markets which represented a 70% decrease in the market price of commingled material from 2008 to 2009. Through July of 2010 the market price for the same material has recovered somewhat, and stabilized at a point roughly 40% lower than in 2008, which saw record high market



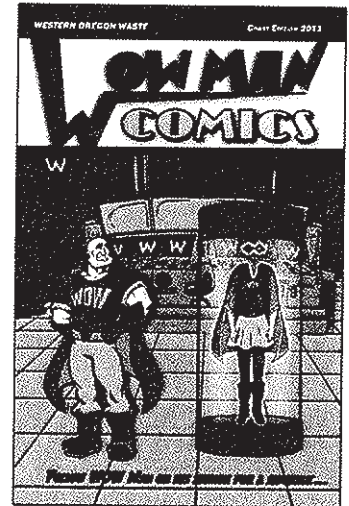
prices. The partial recovery and stabilization is similar for other individual commodities (cardboard, mixed paper, plastics, etc...).

In 2010, we expanded our *It's Not Junk* service to all of our jurisdictions. *It's Not Junk* is a packaged clean-up, recycling and disposal service, and is an effective way to divert more material from the landfill.



This year we upgraded our indoor recycling receptacles, which are provided to businesses to encourage recovery of all types of recyclable material - not just office paper.

The 2010 WOW Man Comics was a big hit with customers, and has been especially popular with kids. There have been many reports of children instructing parents on how to recycle based on what they learned from WOW Man. The comic book has been a success on many levels, as design and development were brought in-house, and our customers receive high quality, and entertaining educational material. The new issue of WOW Man Comics has come out in November, packed with new information,



and a new character to accompany WOW Man in his resource recovery efforts!

Education and promotion are fundamental to the success of any recycling program, and our Recycling Education Coordinator, Darol Funk, and Commercial Specialist, Jan Hartzell, are out in the community doing just that. As of October, they have visited 144 businesses and schools in Clatsop County.

### **Service Changes in Place and Service Changes Contemplated**

New ideas come from around the globe, from within our own jurisdictions, from our customers, and from our employees. While we don't foresee any changes in service over the next year, we would very much like to discuss potential new services that may eventually be available to our Coastal customers; curbside yard debris collection, the future of food waste collection, and other ideas to extract more material from the waste stream, diverting them to beneficial uses.

### **Technology – new applications to existing and proposed new services**

There are new technologies being developed every minute, as well as constant upgrades to technologies already in use. We carefully consider cost impacts and potential benefits of both new and improved technologies before implementing them. We established a Systems Utilization team early this year, to evaluate all of the technologies and systems we currently have in place to ensure optimal use.

We implemented e-statements and online bill-pay late in 2009, and our customers are very pleased to have this new, convenient option. We are continuing to promote these services, and will be adding the ability to make recurring payments to our online billing services.

### **Regulatory changes adopted by the federal or state governments; anticipated changes in the coming franchise year**

Product Stewardship has been a hot issue in Oregon for many years, beginning with the Bottle Bill, and fueled recently by the passage of Oregon's E-Waste legislation, and by the introduction of a Product Stewardship Framework Bill in 2009.

The new Oregon Paint Stewardship Pilot Program officially rolled out on July 1<sup>st</sup>, 2010. The program is a four year pilot program designed by PaintCare, a non-profit association formed by the American Coatings Association. Over the past year, PaintCare has designated collection sites throughout Oregon to take back both latex and oil-based paints. To pay for the new program, assessment fees are charged on every container of new paint sold in Oregon.

Astoria Builder's Supply and Sherwin-Williams in Gearhart are currently the two retail locations in Clatsop County where residents can bring in their old paint products to be recycled, or otherwise properly disposed of.



WOW is currently involved in helping shape future product stewardship programs by working collaboratively with our local jurisdictional and community partners, our state industry association, and Oregon DEQ.

**Changes proposed to franchised operations in the next franchise year**

During this past spring's Rate Review, the City approved a rate increase specifically to help fund the new Clatsop County Household Hazardous Waste Program. The program, designed by a Planning Committee comprised of representatives from all cities in Clatsop County as well as other important stakeholders, is funded through the "tip fee" (garbage disposal fee) at the Astoria Transfer Station. The fee went into effect on 7/1/2010, and plans are underway to hold a county-wide Hazardous Waste collection event in spring of 2011. The County has assembled a Steering Committee, again with representatives from all cities in Clatsop County, to guide the development and implementation of the new program. WOW has been happy to be a part of bringing this valuable new service to the residents of Clatsop County.

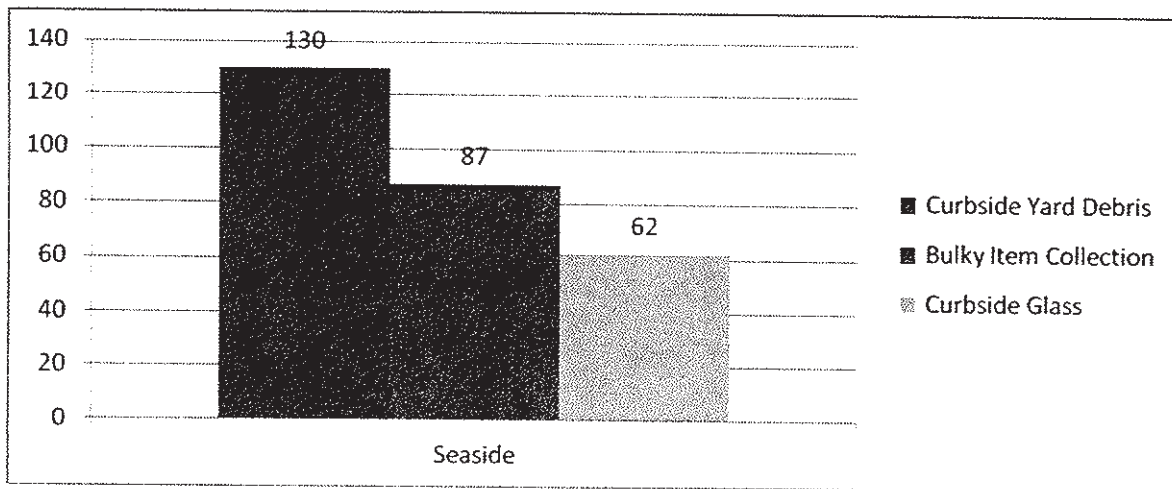
**Complaints and resolution of complaints**

We continually strive to resolve all customer complaints in a timely and considerate manner. Any issue or complaint that is not resolved by our Customer Service representatives is directed to the appropriate Supervisor for resolution, is then reviewed by that department's Manager, and finally by a member of the Board of Directors.

Our second customer survey was completed recently, and with incredible response - we had nearly 3,000 more respondents this year than in 2009! We will be further analyzing the survey results to help us evaluate processes, current services and potential services for the coming years. In early 2011, we'd be happy to provide you with a more detailed report of how residents in Seaside responded to the survey. Below, you'll find a brief summary of this year's results:

	Overall	Customer Service	Drivers	Recycling services	Recycling drop-off facilities	Garbage services	Garbage drop-off facilities	Billing & Payment Options	Phone system	Website	Publications	Number Surveyed
Seaside	5.40	5.62	5.56	5.12	5.12	5.55	4.88	5.55	5.38	5.34	5.50	530

*\*Customers were asked to rate on a scale of 1 (extremely dissatisfied) to 6 (extremely satisfied).*



*\*This graph represents the number of customers interested in particular services.*

### Safety

At Western Oregon Waste, our attention and dedication to safety is of critical importance. Our goal is to reduce the number and severity of injuries and accidents every year. We track even the most minor issues as incidents and review them monthly.

Last year we directed a team of people, with representation from all work groups, to make recommendations to prevent accidents and injuries.

As a result of this team's efforts, this year we have implemented training sheets for every tool and piece of equipment, training on hazards specific to each employee's job and instituted after-incident coaching sessions. These measures have been a success, and our injuries are down significantly company-wide.

We have a safety committee that meets monthly to review safety issues. Drivers continue to undergo 4 hours of annual classroom training on professional defensive driving. Each driver's motor vehicle record is monitored continuously for moving violations both on and off the job. These measures keep us operating with a "Safety First" mindset, both on and off the road.

### Conclusion



As we approach 2011, we are excited about the new opportunities now possible as a result of our joining with Recology. In our search for the perfect partner, we were looking for specific synergies, shared core values, and like-mindedness in the absolute dedication we have to our employees, our customers, and to the communities we serve. Like WOW, Recology is committed not only to environmental stewardship, but to community stewardship as well. WOW offers a broad range of support for many local events, donating services, gift certificates and volunteering staff time. This past spring, WOW donated services for the SOLV Great Oregon

Beach Clean Up as we have for many years. This year, a team of over 15 employees and their family members pitched in to help clean up the beaches in Clatsop County.

In the past year, WOW has contributed to 61 different organizations and events here at the coast, 12 of them located within the City of Seaside. We always look forward to being a part of Seaside's community events, like the Beach Volleyball tournament, and are greatly looking forward to continued involvement in 2011.

**Respectfully Submitted,**

**Robert J. Emrick, CEO**



# Seaside Survey Results

3,540 customers, 24.1% of WOW coast customer base

**Collection method:** Mailed in bills, posted on our website, sent to all customers in e-mail database, posted at front desk of our Warrenton office.

**Respondents:** 530\* (86.6% Residential, 10.4% Commercial, 3% Temporary Services) = 15% of Seaside customers

*\*does not include duplicate surveys or surveys that were incomplete or illegible.*

**Scale:** Customers were asked to rate on a scale of 1 (*extremely dissatisfied*) to 6 (*extremely satisfied*).

**Q.** Rate your overall satisfaction with Western Oregon Waste.

**A.**   Extremely Dissatisfied   12    2.3%  
       Extremely Satisfied       328   61.9%  
**Average Rating: 5.4    Responses: 530**

**Q.** Rate your satisfaction with Western Oregon Waste Representatives.

<b>A.   CUSTOMER SERVICE</b>	Extremely Dissatisfied   10    2.7% Extremely Satisfied       350   75.9% <b>Average Rating: 5.63    Responses: 461</b>	<b>DRIVERS</b>	Extremely Dissatisfied   4    .9% Extremely Satisfied       309   72.7% <b>Average Rating: 5.57    Responses: 425</b>
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**Q.** Rate your satisfaction with the following:

**A.   RECYCLING SERVICES**

Extremely Dissatisfied	16	3.5%
Extremely Satisfied	221	48.6%
<b>Average Rating: 5.12    Responses: 455</b>		

**RECYCLING DROP-OFF FACILITIES**

Extremely Dissatisfied	7	2%
Extremely Satisfied	173	48.7%
<b>Average Rating: 5.12    Responses: 355</b>		

**GARBAGE SERVICES**

Extremely Dissatisfied	8	1.6%
Extremely Satisfied	346	69.9%
<b>Average Rating: 5.55    Responses: 495</b>		

**GARBAGE DROP-OFF FACILITIES**

Extremely Dissatisfied	8	4%
Extremely Satisfied	92	45.8%
<b>Average Rating: 4.93    Responses: 201</b>		

**BILLING & PAYMENT OPTIONS**

Extremely Dissatisfied	9	1.9%
Extremely Satisfied	353	72.6%
<b>Average Rating: 5.55    Responses: 486</b>		

**PHONE SYSTEM**

Extremely Dissatisfied	10	2.7%
Extremely Satisfied	229	60.7%
<b>Average Rating: 5.39    Responses: 377</b>		

**WEBSITE**

Extremely Dissatisfied	9	4.3%
Extremely Satisfied	133	63.3%
<b>Average Rating: 5.4    Responses: 210</b>		

**PUBLICATIONS**

Extremely Dissatisfied	4	1.2%
Extremely Satisfied	230	67.6%
<b>Average Rating: 5.51    Responses: 340</b>		

**Q.** Rate your interest in the following potential new services (*Customers were informed new services may impact their garbage rate*):

**A.   CURBSIDE YARD DEBRIS**

Interested	130	65.3%
Not Interested	69	34.7%

**YARD DEBRIS DROP OFF**

Interested	111	63.8%
Not Interested	63	36.2%

**BULKY ITEM PICK UP**

Interested	87	52.7%
Not Interested	78	47.3%

**CURBSIDE GLASS (customer write-in)**

Interested	80	15.1%*
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*\*percent of total Seaside responses*

**Other common service suggestions:** HHW disposal options, expanded recycle program (exp: more plastics, incl. bags and lids), extended depot hours, closer transfer station, latches on carts, and smaller recycle carts.

**Q. Comments (likes or dislikes)** – 327 customers shared their thoughts on their surveys. 136 of the comments were positive overall and 93 comments expressed some dissatisfaction, 19 of which were due to mandatory service. An action plan for each comment (positive, negative or neutral) was created. While most comments did not require customer contact, some surveys required supervisor attention, changes to be made, or customer education.

**A. CUSTOMER LIKES**

- Personable, friendly drivers
- Polite, knowledgeable customer service
- Returning or waiting when people forget to put cans/carts out
- Return cans/carts to storage spots when know that cust is not home or weather is bad, etc...
- Walking in or waiting for carts when customers forget
- Commingled recycle program
- Informational and fun format of WOW Man Comics
- Company's Integrity
- New online bill pay feature
- Cleaning up after around carts and containers keeping carts looking tidy up and down the streets
- Consistent service times
- Service flexibility: size and frequency

**CUSTOMER DISLIKES**

- Transfer station is too far
- High rates
- Inconsistent service times, no notice of service time changes
- Spilt trash on ground
- Yard Debris drop off is too far
- Sending bills for amounts under ten dollars
- Missed pick ups
- No curbside glass recycling
- No curbside food/yard waste recycling
- Recycle cart design (exp: too large, and top heavy – blow over in the wind)
- Mandatory service
- Bills difficult to understand
- Limited depot hours
- Can lids not being put back on securely, cart lids left open
- Wind lock should be standard on carts, not cost extra
- Phone system too quiet, difficult to navigate - Would like live operator
- Calls directed to McMinnville
- Drivers drive too fast
- Pick up time too early

# Memo

**To:** Mayor and City Council  
**From:** Trish Downey, Assist. to the City Manager  
**Date:** March 9, 2011  
**Re:** Seaside Police Association Collective Bargaining Agreement

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On June 30, 2010, the Collective Bargaining Agreement between the City of Seaside, Seaside Police Department, and the Seaside Police Association expired. After months of negotiations the City and the Police Department have finally agreed to a new Collective Bargaining Agreement (CBA).

To summarize the current document, the term will run from July 1, 2010 to June 30, 2013 with an agreement to open negotiations for the next contract no later than February 1, 2013.

Article 1 - Bargaining Unit and Recognitions – No change.

Article 2 – Nondiscrimination, Association Membership and Checkoff – Residency requirements have been added requiring new hires, after they have been employed 6 months or have been released to solo status must live within 30 miles of the Seaside Police patrol district boundaries.

Article 3 – Hours and Overtime – Changes were made to scheduling to allow employees to choose to alter their regular work shift start time or alter their regular days off. Also language was inserted allowing the City to create a temporary work schedule for the purpose of scheduling a two to three day Mini Academy once each calendar year.

Article 4 – Holidays - No change.

Article 5 – Sick Leave – Language was added regarding employees who must have time off for out of town health care.

Article 6 – Vacations – No change.

Article 7 – Leave of Absence - No change.



Article 8 – Health and Welfare - Members currently have Blue Cross/Blue Shield Plan V-B wPPP (\$200 deductible) through City Insurance Services. The Plan includes Medical, Dental, Ortho, and Vision. The City pays 93% of the premium and the employee pays 7%. Beginning August 1, 2011 and for the duration of the contract the employees have agreed to go to Plan V-E wPPP (\$500 deductible).

Article 9 – Compensation - Cost of Living Increase – There will be NO wage increase during the life of this agreement.

Article 10 – Discipline and Discharge – No change.

Article 11 – Settlement of Disputes – No change.

Article 12 – Seniority - No change

Article 13 – Stricke and Lockouts – No change.

Article 14 – General Provisions – Language was added so that no officer will be required to operate any Police vehicle that has been documented as unsafe.

Article 15 – Education Incentive Program – Language was added regarding employee notification of intent to attend school.

Article 16 – Physical Fitness Incentive – No change.

Article 17 – Retirement Plan – No change.

Article 18 – Savings Clause – No change.

Article 19 – Management Rights – No change.

Article 20 – Personnel File – No change.

Article 21 – Legal Defense Fund – New language was added to insure all eligible members are enrolled as participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California.

Article 22-Term and Termination-Term is July 1, 2010 through June 30, 2013.