

**AGENDA SEASIDE CITY COUNCIL MEETING
MAY 28, 2018 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. COMMENTS – PUBLIC – (please keep speaking time to four minutes)
6. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
7. CONSENT AGENDA
 - a) PAYMENT OF THE BILLS - \$252,687.76
 - b) APPROVAL OF MINUTES - April 09, 2018 (Correction)
May 14, 2018
 - c) RESOLUTION #3914 - A RESOLUTION OF THE CITY OF SEASIDE,
OREGON, ADJUSTING THE 2017-2018 SEASIDE ROAD DISTRICT BUDGET
 - d) RESOLUTION #3915 - A RESOLUTION OF THE CITY OF SEASIDE,
OREGON, ADJUSTING THE 2017-2018 CITY OF SEASIDE BUDGET
8. UNFINISHED BUSINESS:
 - a. ORDINANCE #2018-06 - AN ORDINANCE OF THE CITY OF SEASIDE,
OREGON, AMENDING THE CODE OF SEASIDE CHAPTER 152 UPDATING
THE CITY OF SEASIDE FLOOD DAMAGE PREVENTION ORDINANCE -
THIRD AND FINAL READING
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION FOR THIRD READING BY TITLE ONLY – ALL IN FAVOR
AND OPPOSED
 - MOTION TO ADOPT - ROLL CALL VOTE
 - b. ORDINANCE #2018-07 - AN ORDINANCE OF THE CITY OF SEASIDE,
OREGON, REGARDING THE FRANCHISE AGREEMENT IN THE CODE
OF SEASIDE ORDINANCES WITH ASTOUND BROADBAND, LLC DBA
WAVE
 - OPEN PUBLIC COMMENTS
 - CLOSE PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION FOR THIRD READING BY TITLE ONLY – ALL IN FAVOR
AND OPPOSED
 - MOTION TO ADOPT - ROLL CALL VOTE
 - c. VACANCY - CITY TREE BOARD
AIRPORT COMMITTEE
PARKS ADVISORY COMMITTEE

9. NEW BUSINESS:

- a. LIQUOR LICENSE APPLICATION - ANGELINA'S PIZZERIA AND CAFE, LLC, 1815 S. ROOSEVELT
- b. ADDENDUM CONTRACT - LANDSCAPE MAINTENANCE CITY FACILITIES, NATURES HELPER, INC. PAM FLEMING
- c. RESOLUTION #3916 - A RESOLUTION ADOPTING AND APPROPRIATING SUPPLEMENTAL BUDGET INCREASES OF LESS THAN 10% FOR THE 2017-2018 CITY OF SEASIDE BUDGET
 - PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT - ALL IN FAVOR AND OPPOSED
- d. RESOLUTION #3917 - A RESOLUTION OF THE CITY OF SEASIDE, EXTENDING SEASIDE'S WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS OF THE CITY OF SEASIDE
 - PUBLIC COMMENTS
 - COUNCIL COMMENTS
 - MOTION TO READ BY TITLE ONLY – ALL IN FAVOR AND OPPOSED
 - MOTION TO ADOPT – ALL IN FAVOR AND OPPOSED

10. COMMENTS FROM THE CITY STAFF

11. COMMENTS FROM THE COUNCIL

12. ADJOURNMENT

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

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

RESOLUTION #3914

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON,
ADJUSTING THE 2017-2018 SEASIDE ROAD DISTRICT BUDGET**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside, acting in the capacity as the governing body for the Seaside Road District, hereby adjusts the budget for 2017-2018; and

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2017, and for the purpose shown below are hereby adjusted and apporpriated as follows:

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Materials & Services	\$ 8,800	\$ 45,000	\$ 53,800
Capital Outlay	653,420	(45,000)	608,420
Interfund Transfers	10,262	0	10,262
Ending Fund Balance	<u>9,000</u>	<u>0</u>	<u>9,000</u>
Total	<u>\$ 681,482</u>	<u>\$ -</u>	<u>\$ 681,482</u>

The purpose of the adjustment is to provide costs associated with surveying for the Ave S project.

Passed by the City Council of Seaside on this ___ day of _____, 2018.

Submitted to the Mayor and **Approved** by the Mayor on this ___ day of _____, 2018.

JAY BARBER, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

RESOLUTION #3915

**A RESOLUTION OF THE CITY OF SEASIDE, OREGON, ADJUSTING THE
2017-2018 CITY OF SEASIDE BUDGET**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adjusts the 2017-2018 budget, as follows:

**Water G.O. Bond Debt
Requirements**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Debt Services	\$ 818,450	\$ (455,000)	\$ 363,450
Ending Fund Balance	<u>176,000</u>	<u>455,000</u>	<u>631,000</u>
Total	<u>\$ 994,450</u>	<u>\$ -</u>	<u>\$ 994,450</u>

The purpose of this adjustment is to reduce the amount of bond principal to be paid.

**Downtown Maintenance District
Requirements**

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Materials & Services	\$ 80,700	\$ 6,700	\$ 87,400
Interfund Transfer	6,803	0	6,803
Contingency	10,000	(6,700)	3,300
Ending Fund Balance	<u>27,000</u>	<u>0</u>	<u>27,000</u>
Total	<u>\$ 124,503</u>	<u>\$ -</u>	<u>\$ 124,503</u>

The purpose of this adjustment is to provide for costs associated with surveying the district.

PASSED by the City Council of the City of Seaside this ____ day of _____, 2018.

SUBMITTED to the Mayor and **APPROVED** by the Mayor on this ____ day of _____, 2018.

JAY A. BARBER, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

ORDINANCE NO. 2018-06

**AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE
CODE OF SEASIDE CHAPTER 152 UPDATING THE CITY OF SEASIDE
FLOOD DAMAGE PREVENTION ORDINANCE.**

WHEREAS, the City of Seaside participates in the National Flood Insurance Program by adopting a Flood Damage Prevention Ordinance that satisfies 44 Code of Federal Regulation (CFR) Section 60.03 (d and e) of the National Flood Insurance Program (NFIP).

WHEREAS, the Federal Emergency Management Agency (FEMA) has undergone a map modernization process and developed new Flood Insurance Rate Maps which must be recognized and utilized as the official floodplain maps for implementation of the City of Seaside's Flood Damage Prevention Ordinance.

WHEREAS, failure to recognize these maps would result in City's suspension from the NFIP and prohibit mortgage loans guaranteed by the Department of Veteran Affairs, insured by the Federal Housing Administration, or secured by the Rural Economic and Community Development Services.

WHEREAS, the City of Seaside needs to amend the City's Ordinance in order to formally incorporate the newly created Flood Insurance Rate Maps and Flood Insurance Study for Clatsop County dated June 20, 2018; update the local flood damage prevention ordinance in order to maintain compliance with federal regulation governing the NFIP, and allow continued participation in the NFIP.

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

SECTION 1. The City of Seaside Flood Damage Prevention Ordinance, Code of Seaside Chapter 152 shall be amended as follows:

Amendments to Chapter 152 are attached as **ATTACHMENT A**.

SECTION 2 SEVERABILITY. The sections, subsections, paragraphs and clauses of this Ordinance are severable. A finding of invalidity by a Court of competent jurisdiction of one section, subsection, paragraph, or clause shall not affect the validity of the remaining sections, subsections, paragraphs and clauses and such remaining sections, subsections, paragraphs and clauses shall remain in full force and effect.

ADOPTED by the City Council of the City of Seaside on this ___ day of _____, 2018, by the following roll call vote:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

SUBMITTED to and **APPROVED** by the Mayor on this ___ day of _____, 2018.

JAY BARBER, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

CITY OF SEASIDE MEMORANDUM

To: Mayor & City Council
From: Community Development Department
Date: May 14, 2018
Subject: Flood Damage Prevention Ordinance Amendments, Ordinance 2018-06

Request Summary:

The Community Development Department has completed review and the required updates to the City of Seaside Flood Damage Prevention Ordinance (Code of Seaside Chapter 152). Updating the ordinance is required by the Federal Emergency Management Agency (FEMA) in order for the City to participate in the National Flood Insurance Program (NFIP) and it will require the adoption of a new flood study and mapping within the City of Seaside and the City's urban growth boundary. The new mapping includes refined elevation information that was obtained by using new Light Detection and Ranging (LIDAR) data. Although some new areas will be included in the special flood hazard area on the new Flood Insurance Rate Maps (FIRMs), a much larger area will be removed from the special flood hazard area.

The proposed amendments will allow Seaside to continue to participate in the National Flood Insurance Program (NFIP). Amendments to the ordinance are required to maintain compliance with Federal Regulations, State Building Code, and Planning Goals. Although some of the text in the ordinance can be modified by the City, the amendments must maintain compliance with the minimum State and Federal regulations in order remain in the NFIP.

Although participation in the NFIP is "voluntary", participation is critical to the economic stability of Seaside. Failure to participate would result in:

- Flood insurance no longer being available. No resident or business will be able to purchase or renew a flood insurance policy.
- No federal grants or loans for buildings may be made in identified flood hazard areas. Includes all federal agencies such as HUD, EDA, Small Business Administration, HHS, etc.
- No federal disaster assistance may be provided in the form of loans for repair or reconstruction of buildings in identified flood hazard areas.
- No federal mortgage insurance may be provided in identified flood hazard areas. This includes FHA, VA, Farmers Home, etc.

- No Fannie Mae, Freddie Mac, and GMNA purchase of mortgages in the secondary market may be made if the properties that are the subject of these mortgages are located in Special Flood Hazard Areas of nonparticipating communities.
- Lenders of conventional loans:
 - must notify the buyer or lessee that property is in a flood hazard area; and
 - must notify the buyer or lessee that property in flood hazard area is not eligible for federal disaster relief in a declared disaster. because flood insurance is required for any federally backed loan for a structure located within the within the special flood hazard area.

The amended text in the ordinance is identified in red-bold-underline and the deleted text is ~~red bold strikethrough~~.

Recommended City Council Action:

Following consideration of any modification that may be necessary based on testimony during the public hearing, the Council should move to have ordinance 2018-06 read "by title only" for it's first reading. If the ordinance is read, a motion for the second reading "by title only" will allow for the Council to consider a third and final reading at the next regularly scheduled Council meeting.(May 28, 2018).

Attachments:

Ordinance No. 2018-06

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New changes are shown in RED-BOLD-UNDERLINE and current text to be deleted is indicated by ~~RED, BOLD, STRIKETHROUGH~~. Yellow highlighted RED-BOLD-UNDERLINE is being added based on consultation with DLCD Floodplain staff for NFIP compliance.

CHAPTER 152: FLOOD DAMAGE PREVENTION

General Provisions

- 152.01 Title
- 152.02 Purpose and objectives
- 152.03 Definitions
- 152.04 Land to which provisions apply
- 152.05 Establishment of flood zones
- 152.06 Compliance required
- 152.07 Interpretation
- 152.08 Warning and disclaimer of liability
- 152.09 Abrogation and greater restrictions

Provisions for Flood Hazard Reduction

- 152.20 General standards
- 152.21 Specific standards
- 152.22 Coastal high hazard area
- 152.23 Specific standards for areas of shallow flooding (AO Zone)
- 152.24 Before Regulatory Floodway
- 152.25 Floodways

Administration

- 152.35 Establishment of building permit
- 152.36 Duties and responsibilities of Building Official
- 152.37 Use of available flood data
- 152.38 Information to be obtained and maintained by Building Official
- 152.39 Alteration of watercourses
- 152.40 Interpretation of FIRM boundaries
- 152.41 Appeals and variance procedures

- 152.99 Penalty

GENERAL PROVISIONS

§ 152.01 TITLE.

This chapter shall be known as the flood damage prevention ordinance.
(Ord. 90-12, passed 5-14-90)

§ 152.02 PURPOSE AND OBJECTIVES.

It is the purpose of this chapter to regulate the use of those areas subject to periodic flooding, to promote the public health, safety and general welfare and to minimize public and private losses

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due to flood conditions. In advancing these principles and the general purposes of the Comprehensive Plan, the specific objectives are:

- (A) To promote the general health, welfare and safety of the city.
- (B) To prevent the establishment of certain structure and land uses unsuitable for human habitation because of the danger of flooding, unsanitary conditions or other hazards.
- (C) To minimize the need for rescue and relief efforts associated with flooding.
- (D) To help maintain a stable tax base by providing for sound use and development in flood-prone areas and to minimize prolonged business interruptions.
- (E) To minimize damage to public facilities and utilities located in flood hazard areas. buyers are notified that property is in a flood area.
(Ord. 90-12, passed 5-14-90)

§ 152.03 DEFINITIONS.

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

AREA OF SHALLOW FLOODING. A designated AO Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident.

AREA OF SPECIAL FLOOD HAZARD. The land in the flood plain subject to a 1% or greater chance of flooding in any given year.

BASE FLOOD. The flood having a 1% chance of being equaled or exceeded in any given year.

BASEMENT. Any area of the building having its floor subgrade (below ground level) on all sides; except that below-grade crawlspaces that comply with the standards in FEMA Technical Bulletin 11-01 and the building code shall not be considered basements. Citizens are hereby advised that an approved below grade crawlspaces will increase the cost of flood insurance and cause an additional charge to be added to the basic policy premium

BREAKAWAY WALLS. Any type of walls, whether solid or lattice, and whether constructed of concrete, masonry, wood, metal, plastic, or any other suitable building materials which are not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.~~which are so designed to break away, under abnormally high tides or wave action, without damage to the structural integrity of the building on which they are used or any building to which they might be carried by flood waters.~~

COASTAL HIGH HAZARD AREA. An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any

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other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone VE or V.

CRITICAL FACILITY. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire, and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials located within the area of special flood hazard.

ELEVATED BUILDING. For insurance purposes, a nonbasement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, post, piers, pilings, or columns.

FLOOD INSURANCE RATE MAP (FIRM). The official map on which the Federal Insurance ~~Administrator Administration~~ has delineated both the areas of special flood hazards and the risk premium zones for those areas.

FLOOD INSURANCE STUDY. The official report in which the Federal Insurance ~~Administrator Administration~~ has provided flood profiles, as well as the Flood Hazard Boundary - Floodway Map and the water surface elevation of the base flood.

FLOOD or FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters; and/or
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD PROOFING. Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

HIGHWAY READY. Refers to a recreational vehicle that is on wheels or a jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

LOWEST FLOOR (Except Manufactured Homes). The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this ordinance found in Section 152.20(E) (i.e. provided there are adequate flood ventilation openings).

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LOWEST FLOOR MANUFACTURED HOME. The floor of the lowest enclosed area of a manufactured dwelling. For the purpose of this code, lowest floor shall mean the bottom of the longitudinal chassis frame beam in A, AE, ~~AO, & AH~~ zones, and the bottom of the lowest horizontal structural member supporting the home in V & VE zones. An unfinished or flood-resistant enclosure, used solely for vehicle parking, home access or limited storage, shall not be considered the lowest floor, provided the enclosed area is not constructed so as to render the home in violation of the flood-related provisions of this code.

MANUFACTURED HOME. A structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term **MANUFACTURED HOME** does not include a **RECREATIONAL VEHICLE**.

MEAN SEA LEVEL (MSL). The National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations were referenced on prior Flood Insurance Rate Maps. Elevations are now based on North American Vertical Datum of 1988 (NAVD88).

NEW CONSTRUCTION. Structures for which the **START OF CONSTRUCTION** commenced on or after the effective date of this ordinance.

NEW MANUFACTURED HOME PARK or MANUFACTURED HOME SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more lots for the rent or sale for which the construction of the facilities for servicing the lot on which the manufactured home is to be affixed (including, at a minimum, the installation of utilities, either final site grading or the pouring of concrete pads, and the construction of streets) is completed on or after the effective date of this ordinance.

PERMANENT FOUNDATION. A natural or manufactured support system to which a structure is anchored or attached. A permanent foundation is capable of resisting flood forces and may include posts, piles, poured concrete or reinforced block walls, properly compacted fill, or other systems of comparable flood resistivity and strength.

RECREATION VEHICLE. A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled or permanently towable by a light duty truck, and primarily designed as temporary living quarters for camping, travel, or seasonal use.

REINFORCED PIER. A minimum, a reinforced pier must have a footing adequate to support the weight of the manufactured home under saturated soil conditions. Concrete blocks may be used if vertical steel reinforcing rods are placed in the hollows of the blocks and the hollows are filled with concrete or high strength mortar. Dry stacked concrete blocks do not constitute reinforced piers.

SPECIAL FLOOD HAZARD AREA (SFHA). Areas subject to inundation from the waters of a 100-year flood.

START OF CONSTRUCTION.

~~(1) For a structure other than a manufactured home, START OF~~

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CONSTRUCTION includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, placement rehabilitation, addition or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction on a site, such as the pouring of slab or footings, when piles are installed or columns are constructed, or any work beyond the stage of excavation. Permanent construction does not include land preparation, such as clearing, grading, or filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footing, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not as part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

~~(2) For manufactured homes **START OF CONSTRUCTION** means the placing of the manufactured home on the site or foundation.~~

STRUCTURE. A walled and roofed building, a manufactured home, **a modular or temporary building**, and a gas or liquid storage tank, that is principally above ground.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure where the cost of restoring the structure to its before damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

SUBSTANTIAL IMPROVEMENT. Any ~~repair~~, reconstruction, **rehabilitation, addition or other** improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure either before the improvement or repair is started or if the structure is being restored, before the damage occurred.

SUBSTANTIAL IMPROVEMENT is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term does not, however, include:

(1) Any project for improvement to comply with state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are necessary to ensure safe living conditions; or

(2) Any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places **provided that the alteration will not preclude the structure's continued designation as a "historic structure."**

VARIANCE. A grant of relief to a person from the requirements of this chapter in a manner that would otherwise be prohibited by this chapter.
(Ord. 90-12, passed 5-14-90)

WET FLOODPROOFING. Permanent or contingent measures applied to a structure and/or its contents that prevent or provide resistance to damage from flooding by allowing water to enter the structure as explained in FEMA Technical Bulletin 7-93.

§ 152.04 LAND TO WHICH PROVISIONS APPLY.

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the

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city.
(Ord. 90-12, passed 5-14-90)

§ 152.05 ESTABLISHMENT OF FLOOD ZONES.

The areas of special flood hazard identified by the Federal Insurance Administration in a scientific and engineering report entitled "The Flood Insurance Study for Clatsop County Oregon and Incorporated Areas, Volume 1 & 2, dated ~~September 17, 2010~~ June 20, 2018, with accompanying Flood Insurance Rate Maps are hereby adopted by reference and formally recognized by the city for regulatory purposes under this ordinance. The Flood Insurance Study and FIRM are on file at 989 Broadway. When base flood elevation data is not provided (Zones A and V); the best available information for flood hazard area identification, as outlined in Section 152.37, shall be the basis for regulation until a new FIRM is issued that incorporates data utilized under Section 152.37.

§ 152.06 COMPLIANCE REQUIRED.

No structure or land shall hereafter be used and no structure shall be located, extended, converted or altered without full compliance with the terms of this chapter and other applicable regulations.

(Ord. 90-12, passed 5-14-90)

§ 152.07 INTERPRETATION.

In the interpretation and application of this chapter, all provisions shall be:

(A) Considered as minimum requirements.

(B) Liberally construed in favor of the city.

(C) Deemed neither to limit nor repeal any provisions of other city ordinances.

(Ord. 90-12, passed 5-14-90)

§ 152.08 WARNING AND DISCLAIMER OF LIABILITY.

(A) The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on engineering and scientific considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes.

(B) This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create a liability on the part of the city or by an officer, or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. 90-12, passed 5-14-90)

§ 152.09 ABROGATION AND GREATER RESTRICTIONS.

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This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. 90-12, passed 5-14-90)

PROVISIONS FOR FLOOD HAZARD REDUCTION

§ 152.20 GENERAL STANDARDS.

In all areas of special flood hazards as presented on the FIRM, the following standards shall apply for all new construction and substantial improvements.

(A) Anchoring.

(1) All new construction and substantial improvements shall be anchored to prevent flotation, collapse or lateral movement of the structure.

(2) All manufactured homes shall be anchored to prevent flotation, collapse, or lateral movement by providing over-the-top and frame ties to ground anchors. Specific requirements shall be that:

(a) Over-the-top ties be provided at each end of the manufactured home, with two additional ties per side at intermediate locations and manufactured homes less than 50 feet long requiring one additional tie per side.

(b) Frame ties be provided at each corner of the home with five additional ties per side at intermediate points and manufactured homes less than 50 feet long requiring four additional ties per side.

(c) All components of the anchoring system be capable of carrying a force of 4,800 pounds; and

(d) Additions to the manufactured homes be similarly anchored.

(3) An alternative method of anchoring may involve a system designed to withstand a wind force of 90 miles an hour or greater. Certification must be provided to the Building Official that this standard has been met.

(B) Construction materials and methods.

(1) All new construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

(C) Utilities.

(1) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system.

(2) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood

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waters.

(3) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(D) *Mechanical and utility equipment.* Electrical, heating, ventilation, plumbing, and air-conditioning equipment and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

(E) *Use of openings in enclosures below a structure's lowest floor.* For all new construction and substantial improvements, fully enclosed areas below the lowest floor that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or must meet or exceed the following minimum criteria: a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided. The bottom of all openings shall be no higher than one foot above grade. Openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

Regardless of the design method, below-grade crawlspaces that comply with the standards in FEMA Technical Bulletin 11-01 and the building code shall not be considered basements. Citizens are hereby advised that an approved below grade crawlspaces will increase the cost of flood insurance and cause an additional charge to be added to the basic policy premium

(F) *Subdivision proposals.*

(1) All subdivision proposals shall be consistent with the need to minimize flood damage.

(2) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

(3) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood damage.

(4) Where base flood elevation data has not been provided or is not available from another authoritative source, it shall be provided for subdivision proposals and other proposed developments greater than 50 lots or five acres, whichever is less.

(G) *Review of building permits.* Where base flood elevation data is not available, applications for building permits shall be reviewed to assure that proposed construction will be reasonably safe from flooding. The test of reasonableness is a local judgment and includes use of historical data, high water marks, photographs of past flooding, and the like, where available. Failure to elevate at least two feet above the highest adjacent grade in these zones may result in higher insurance rates.

(Ord. 90-12, passed 5-14-90)

(H) Critical Facility Additional Restrictions. Construction of new critical facilities shall be, to the extent possible, located outside the limits of the Special Flood Hazard Area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible

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within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible

§ 152.21 SPECIFIC STANDARDS.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in § 152.05, Establishment of Flood Zones, or § 152.37, Use of Available Flood Data, the following provisions are required:

(A) *Residential construction.* New construction or substantial improvement of any residential structure (other than a manufactured home) shall have the lowest floor, including basement, elevated one foot or more above the base flood elevation. Fully enclosed areas below the lowest floor that are subject to flooding are prohibited, or shall be designed in accordance with Section 152.20 (E).

(B) *Nonresidential construction.* New construction or substantial improvement of any commercial, industrial, or other nonresidential structure shall either have the lowest floor, including basement, elevated to one foot above the base flood elevation or, together with attendant utility and sanitary facilities, be flood proofed so that below this level the structure is water tight with walls substantially impermeable to the passage of water and with structural components having the capacity of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting provisions of this subsection based on their development and/or review of the structural design, specifications and plans. Such certification shall be provided to the official as set forth in § 152.38(B) (2). Structures that are elevated, not flood proofed, must meet the same standards for space below the lowest floor as described in Section 152.20 (E). Applicants floodproofing nonresidential buildings shall be notified that flood insurance premiums will be based on rates that are one foot below the floodproofed level (e.g. a building floodproofed to the base flood level will be rated as one foot below.

(C) *Manufactured homes.* All manufactured homes to be placed or substantially improved within Zones AO AH and AE shall be elevated on a permanent foundation such that the lowest floor (bottom of the longitudinal chassis frame beam) of the manufactured home is elevated 12 inches at or more above the base flood elevation; however, they are subject to any greater or lesser restriction indicated in the adopted Oregon Manufactured Dwelling Installation Specialty Code, provided the lowest floor (as defined herein) is elevated above the base flood elevation.

(1) Manufactured homes shall be securely anchored to an adequately anchored foundation system, in accordance with § 152.20(A) (2) or (3).

(D) Recreational vehicles placed on sites are required to either:

(1) Be on the site for fewer than 180 consecutive days, or

(2) Be fully licensed and ready for highway use, on its wheels or jacking system, is

attached to the site only by quick disconnect type utilities and security devices, and has

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no permanently attached additions; or

(3) Meet the manufactured home elevation requirements in Section 152.21 (C) and anchoring requirements in Section 152.21 (C) (1).

~~—(E) All structures in AH zones are Require to provide adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.~~

§ 152.22 COASTAL HIGH HAZARD AREA.

Coastal high hazard areas (V & VE Zones) are located within the areas of special flood hazard established in § 152.05. These areas have special flood hazards associated with high velocity waters from tidal surges and, therefore, the following provisions shall apply:

(A) All building or structures shall be located land-ward of the reach of mean high tide.

(B) All new construction and substantial improvements in V & VE Zones (including other than a manufactured homes) shall be elevated on pilings and columns so that:

(1) The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated one foot or more above the base flood level.

(2) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind loading shall be based on the structural specialty code adopted by the City of Seaside and water loading values shall each have a 1% chance of being equaled or exceeded in any given year (100-year mean recurrence interval).

A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (1) and (2) of this section.

(C) . There shall be no fill used for structural support.

(D) All manufactured homes ~~to be placed or substantially improved within V & VE Zones must meet the standards in Section B (1) and (2); however, they~~ are still subject to any greater restriction indicated in the adopted Oregon Manufactured Dwelling Installation Specialty Code.

(E) Compliance with provisions of § 152.22(B), (C), (D), and (H) shall be certified to by a registered professional engineer or architect.

(F) Recreational vehicles placed on sites (F) are required to meet the provisions of 152.21 (D) 1 or 2.

(G) There shall be no alteration of sand dunes which would increase potential flood damage.

(H) All new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing

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collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. A breakaway wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (1) Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
 - (2) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).
- (I) If breakaway walls are utilized, such enclosed space shall not be used for human habitation and can only be used for parking of vehicles, building access, or storage.
- (J) Prior to construction, plans for any structure that will have breakaway walls must be submitted to the Building Official for approval.
- (K) Any alteration, repair, reconstruction or improvement to a structure started after the enactment of this chapter shall not enclose the space below the lowest floor unless breakaway walls are used as provided in § 152.22(H) and (I).
(Ord. 90-12, passed 5-14-90; Am. Ord. 91-02, passed 1-11-91)
- (L) An elevation shall be obtained (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures, and whether or not such structures contain a basement. The building official shall maintain a record of all such information.

§ 152.23 SPECIFIC STANDARDS FOR AREAS OF SHALLOW FLOODING (AO ZONE).

In all areas of special flood hazards designated as areas of shallow flooding, the following provisions shall apply:

- (A) New construction and substantial improvements of residential structures (other than a manufactured home) within AO zones shall have the lowest floor (including basement) elevated above the highest grade adjacent to the building, one foot or more above the depth number specified on the FIRM (at least two feet if no depth number is specified).
- (B) Manufactured homes within AO zones shall have the lowest floor (including basement) elevated above the highest grade adjacent to the building, ~~12 inches at~~ or more above the depth number specified on the FIRM (at least two feet if no depth number is specified). & subject to the provision in Section 152.21(C).
- (C) New construction and substantial improvements of nonresidential structures within AO zones shall either:

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(1) Have the lowest floor (including basement) elevated above the highest adjacent grade of the building site, one foot or more above the depth number specified on the FIRM (at least two feet if no depth number is specified); or

(2) Together with attendant utility and sanitary facilities, be completely flood proofed to or above that level so that any space below that level is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. If this method is used, compliance shall be certified by a registered professional engineer or architect as in Section 152.21(B).

(D) Adequate drainage paths around structures on slopes to guide flood-waters around and away from proposed structures are required.

(E) Recreational vehicles placed on sites are required to meet the provisions of 152.21 (D) 1 or 2.

(Ord. 90-12, passed 5-14-90; Am. Ord. 91-02, passed 1-11-91)

152.24 BEFORE REGULATORY FLOODWAY

In areas where a regulatory floodway has not been designated, ~~not~~ new construction, substantial improvements, or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

§ 152.25 FLOODWAYS.

Located within areas of special flood hazard established in § 152.05 are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of flood water which carry debris, potential projectiles, erosion potential, the following provisions apply:

(A) Prohibit encroachments, including fill, new construction, substantial improvements, and other development unless certification by a registered professional engineer is provided demonstrating through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels during the occurrence of the base flood discharge.

(B) If division (A) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of § 152.21, Specific Standards.

(Ord. 90-12, passed 5-14-90)

ADMINISTRATION

§ 152.35 ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT BUILDING PERMIT.

A Floodplain Development Permit ~~building permit~~ shall be required before construction or development begins within any area of special flood hazard established in Section 152.05 in conformance with the provisions of this section. The permit shall be for all structures including

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manufactured homes, as set forth in the definitions in § 152.03 and for all other developments including fill and other activities, also as set forth in the definitions. Application for a Floodplain Development Building Permit shall be made to the Floodplain Administrator Building Official on forms furnished by him~~her~~ and shall specifically include the following information:

(A) Elevation in relation to North American Vertical Datum of 1988 (NAVD88) of the lowest floor (including basement) of all new construction structures or substantial improvement; except in AO zones where the elevation must be based on the highest adjacent grade.

(B) Elevation in relation to North American Vertical Datum of 1988 (NAVD88) for to ~~which~~ any nonresidential structure that is ~~has-bein~~gen flood proofed.

(C) Certification by a registered professional engineer or architect that any nonresidential flood proofed structure meets the floodproofing criteria in § 152.21(B).

(D) Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.
(Ord. 90-12, passed 5-14-90)

§ 152.36 DUTIES AND RESPONSIBILITIES OF FLOODPLAIN ADMINISTRATOR BUILDING OFFICIAL.

The Planning Director is hereby appointed to administer and implement this ordinance by granting or denying development permit applications in accordance with its provisions.

The duties of the Floodplain Administrator Building Official shall include, but not be limited to the following:

(A) Review all applications to determine that the permit requirements of this chapter have been satisfied.

(B) Review all applications to insure that all necessary permits have been obtained from those federal, state or local governmental agencies from which prior approval is required.

(C) Review all applications in the area of special flood hazard to determine if the proposed development adversely affects the flood carrying capacity of the area.
(Ord. 90-12, passed 5-14-90)

(D) Review all applications to determine if the proposed development is located in the floodway. If located in the floodway, assure that the encroachment provision of Section 152.25 (A) are met.

(E) **Submit New Technical Data: Notify FEMA within six months of project completion when an applicant had obtained a Conditional Letter of Map Revision (CLOMR) from FEMA, or when development altered a watercourse, modified floodplain boundaries, or modified Base Flood Elevations. This notification shall be provided as a Letter of Map Revision (LOMR).**

§ 152.37 USE OF AVAILABLE FLOOD DATA.

The Floodplain Administrator Building Official shall obtain, review and reasonably

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utilize any base flood elevation and floodway data available from a federal, state or other source, as criteria for requiring that new construction, substantial improvements, or other development in Zone A comply with §§ 152.21, Specific Standards, and Section 152.25, Floodways.
(Ord. 90-12, passed 5-14-90)

§ 152.38 INFORMATION TO BE OBTAINED AND MAINTAINED BY FLOODPLAIN ADMINISTRATOR. ~~BUILDING OFFICIAL~~

(A) Obtain and record the actual elevation (in relation to NAVD88 of the lowest floor (including basement) of all new or substantially improved structures; except in AO zones where the elevation must be based on the highest adjacent grade.

(B) For all new or substantially improved flood proofed structures:

- (1) Verify and record the actual elevation (in relation to NAVD88); and
- (2) Maintain the floodproofing certifications required in § 152.35(C).

(C) Maintain for public inspection all records pertaining to the provisions of this chapter.

(D) In coastal high hazard areas, certification shall be obtained from a registered professional engineer or architect that the structure is securely anchored to adequately anchored-pilings or columns in order to withstand velocity waters.

(Ord. 90-12, passed 5-14-90)

§ 152.39 ALTERATION OF WATERCOURSES.

The Floodplain Administrator ~~Building Official~~ shall:

(A) Notify adjacent communities and the Oregon Department of Land Conservation and Development (DLCD) prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Insurance Administration.

(B) Require that maintenance is provided within the altered or relocated portion of said watercourse so that the flood carrying capacity is not diminished.

(Ord. 90-12, passed 5-14-90)

§ 152.40 INTERPRETATION OF FIRM BOUNDARIES.

The Floodplain Administrator ~~Building Official~~ shall make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazards. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretations as provided in this chapter.

(Ord. 90-12, passed 5-14-90)

§ 152.41 APPEALS AND VARIANCE PROCEDURES.

(A) The Planning Commission as established by the city shall hear and decide appeals and requests for variances from the requirements of this chapter.

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(B) The Planning Commission shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Building Official in the enforcement or administration of this chapter.

(C) Those aggrieved by the decision of the Planning Commission or any taxpayer, may appeal such decision to the County Circuit Court, as provided by state law.

(D) Variances shall be issued in accordance with Code of Federal Regulations Title 44 (Title 44 CFR) Section 60.6, any applicable amendment thereto, and procedures outlined by the city.

(E) Authorization of a variance shall be void after six months unless the new construction, substantial improvement or approved activity has taken place. However, the Planning Commission may, at its discretion, extend authorization for an additional six months upon request.

(Ord. 90-12, passed 5-14-90)

§ 152.99 PENALTY.

Any person violating any of the provisions of this chapter shall, upon conviction thereof, be punished by imprisonment for a period not to exceed 180 days or by a fine not to exceed \$500 or both. The imposition of a penalty does not relieve a person of the duty to comply with this chapter.

(Ord. 90-12, passed 5-14-90)

ORDINANCE #2018 - 07

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, REGARDING THE FRANCHISE AGREEMENT IN THE CODE OF SEASIDE ORDINANCES WITH ASTOUND BROADBAND, LLC DBA WAVE

FRANCHISE AGREEMENT

This Non-Exclusive Telecommunications Network Franchise Agreement ("Franchise") is entered into this 15 day of May, 2018, between the City of Seaside ("City") and Astound Broadband, LLC dba Wave ("Franchisee").

Section 1: Definitions:

Gross Revenues: revenue received by Franchisee from its customers in the City derived from Telecommunications Services provided by Franchisee using the Telecommunications Network and as further described in Section 1.1, excluding any taxes, access or similar governmental fees or charges. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.

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

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

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

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

Section 2: Grant of Franchise:

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

Section 3: Franchise Not Exclusive:

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

Section 4: Term and Termination:

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

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

Section 5: No Limitation of City Authority:

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

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

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

Section 6: Competitively Neutral Application:

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

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

(a) Franchisee may make excavations in the Rights-of-Way for the purpose of constructing, erecting, laying, maintaining, placing, or repairing Franchisee's infrastructure, and shall repair, renew, and replace the same as reasonably possible to the condition that existed prior to such excavation. Franchisee shall obtain all necessary permits for such excavation and construction, and pay all applicable fees. Such work shall be done only in accordance with plans or designs submitted to and approved by the City, such plans to be evaluated by the standards applied to the construction of other similar Telecommunications systems in the City, and maintained by the City as confidential and exempt from public disclosure to the maximum extent allowed by law.

Such work shall be performed in a good and workmanlike manner and in compliance with all rules, regulations, or ordinances which may, during the term of this Franchise, be adopted by the City, or any other governmental authority having jurisdiction over the Rights-of-Way.

Prior to commencing excavation or construction, Franchisee shall give appropriate notice to other franchisees, licensees or permittees of the City owning or maintaining facilities which may be affected by the proposed excavation or construction.

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

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

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

Section 8: Insurance:

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

(b) Franchisee shall provide thirty (30) days' notice to the City prior to cancellation or material change in coverage. If insurance coverage is canceled or materially changed, Franchisee shall prior to the effective date of such cancellation or material change, obtain the coverage required under this Section 8, and provide the City with documentation of such coverage.

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

Section 9: Transfers and Change in Control:

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

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

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

Section 10: Indemnification:

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

Section 11: Compensation:

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

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

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

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

Section 12: Extension of City Limits:

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

Section 13: Right to Inspect Records:

In order to manage Franchisee's use of the Rights-of-Way pursuant to this Franchise, and to determine and verify the amount of compensation due to the City under this Franchise, Franchisee shall provide, upon request, the following information in such form as may be reasonably required by the City: maps of Franchisee's Telecommunications Network; the amount collected by Franchisee from users of Telecommunications Services provided by Franchisee via its Telecommunications Network; the character and extent of the Telecommunications Services rendered therefore to them; and any other related financial information required for the exercise of any other lawful right of Franchisee under this Franchise.

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

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

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

Section 15: Right to Inspect Construction:

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

Section 16: Limited Waiver of Sovereign Immunity; Venue:

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

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

Section 17: Limitation of Liability:

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

Section 18: Compliance with Applicable Laws:

Franchisee shall comply with all applicable federal, state, and local laws, ordinances, and regulations, whether now in existence or hereinafter enacted. Nothing contained in this Franchise shall be construed as authorizing Franchisee, its officers, employees, or agents, to violate any federal, state, or local law.

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

Section 19: Notice:

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

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

Astound Broadband, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
Attn: Legal Department

With a copy to:

Astound Broadband, LLC
c/o RCN Telecom
650 College Road East, Ste, 3100
Princeton, NJ 08540
Attn: Regulatory Department

Astound Broadband, LLC
c/o RCN Telecom
105 West First Street
South Boston, MA 02127
Attn: Regulatory Department

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

Section 20: Captions:

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

Section 21: Severability:

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

Section 22: Waiver:

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

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

Section 23: Service to Police Department Building:

(a) The Franchisee shall, install and maintain a fiber optic cable with Internet access including at least ten (10) megabits of bandwidth (at a charge of \$50.00 a month) and five (5) routable IP addresses to the Seaside Police Department located at 1091 S. Holladay, Seaside, OR,.

(The bandwidth would not be throttled and this would allow a burst of up to 100 megabits for short periods which would be helpful for cloud backups which push data upstream).

ADOPTED by the City Council of the City of Seaside on this ___ day of _____, 2018, by the following roll call vote:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

SUBMITTED to and **APPROVED** by the Mayor on this ___ day of _____, 2018.

JAY BARBER, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

Astound Broadband, LLC

By: _____

Title: _____

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:** April 10, 2018
Name: Melyssa Graeper
Commission/Committee: City Tree Board Committee
Resignation Date: Graeper - March 12, 2018
Term Expiration Date: Graeper - June 30, 2018
Wants to be considered again: No

2. **Applicants:**
Arnie Olsen

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: _____

NAME Olsen Arnie PHONE 503, 717-5745
Last First
ADDRESS PO Box 645 97138 (Actual Address 2082 Forest Dr.)
MAIL ADDRESS (DIFFERENT THEN ABOVE) _____
BUSINESS ADDRESS (IF APPLICABLE) _____
EMAIL ADDRESS deepek@msn.com
LENGTH OF TIME IN SEASIDE 3 yrs. ARE YOU A REGISTERED VOTER IN SEASIDE: Yes No
OCCUPATION Retired
PAST OCCUPATIONS State of Montana Dept. Env., Wildlife and Parks / Mt. Mansfield Society.
Private Nature Center

List committee/commissions on which you would like to serve: City Tree Board

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

List fields in which you have interest or ability:
wildlife mgmt, state parks, Historic Preservation, Nature education

List employment and volunteer activities, which may relate to service on committee/commissions:
Landscaping Cannon Beach Community Church and Conference Center

List skills and special knowledge that you may have acquired from these activities:
All aspects of administration / natural history / Recreation and Home Pres. / Problem solving

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?

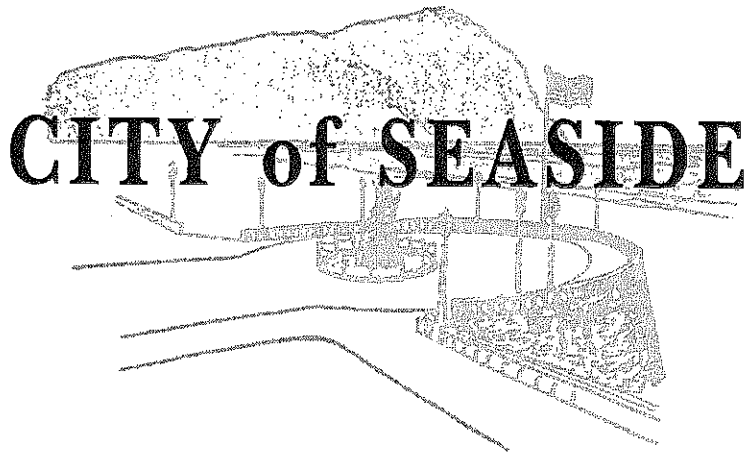
When? _____ Please explain: _____

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	LANE, PHONE
<u>CHUCK EDGAR</u>	<u>Friend</u>	<u>33097 Malarkay</u>	<u>503-717-2793</u>
<u>SCOTT HAWKINS</u>	<u>coworker / vol. projects</u>	<u>2657-d</u>	<u>503-459-1537</u>
<u>David Robinson</u>	<u>Pastor</u>	<u>97138</u>	<u>PO Box 1265 Cannon Beach OR, 97110</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 5/22/18 SIGNATURE Arnie Olsen



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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>
VACANCY (Graeper)			6/30/2018
ANN TIERNEY-ORNIE	88746 BLUE HERON RD. Gearhart	440-3317	6/30/2018
JOHN CARTER	PO BOX 679	738-4387	6/30/2019
VINEETA LOWER	815 6 TH AVENUE	503-621-6588	6/30/2020
PAM FLEMING	1255 AVENUE 'B'	738-5637	6/30/2020
DALE MCDOWELL	1387 AVENUE 'U'	738-5112	STAFF REPRESENTATIVE

SEASIDE AIRPORT COMMITTEE

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

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

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

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

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

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** February 12, 2018
Name: Dianne Widdop
Steve Phillips
Commission/Committee: Seaside Airport Committee
Resignation Date: Widdop - Not on Gearhart City Council
Phillips - Has not been able to attend meetings
Term Expiration Date: June 30, 2018
Wants to be considered again: N/A
2. **Applicants:**
3. **Nominations:**
4. **Appointment:**



CITY of SEASIDE

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R E S O R T

989 BROADWAY
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(503) 738-5511

AIRPORT COMMITTEE

Term of Office: 3 years

Number of Members: 9

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXPIRES</u>
VACANCY (WIDDOP)			6/30/2018
VACANCY (PHILLIPS)			6/30/2018
BRUCE FRANCIS	90250 STONE LINE DR. WARRENTON, 97146	440-0033	6/30/2018
TERI CARPENTER	220 AVENUE 'U'	425-246-9962	6/30/2019
TRACY MACDONALD	451 HILLSIDE LOOP	739-2269	6/30/2019
RANDALL HENDERSON*	89066 OCEAN DRIVE WARRENTON, 97146	503-577-6153	6/30/2020
ROY BENNETT	2026 FERNWOOD ST.	738-4102	6/30/2020
DALE MCDOWELL	1387 AVENUE 'U'	738-5112	Public Works
RANDY FRANK	454 HIGHLAND DR.	440-3090	City Council

*Chair

SEASIDE PARKS ADVISORY COMMITTEE

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

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

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

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

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** **October 9, 2017**

Name: Chris Quackenbush
Steven Phillips

Commission/Committee: **Parks Advisory Committee**

Resignation Date: **Quackenbush - Sept. 20, 2017**
Phillips - Sept. 25, 2017

Term Expiration Date: **Quackenbush - March 31, 2019**
Phillips - March 31, 2019

Wants to be considered again: **Quackenbush - No**
Phillips - No

2. **Applicants:**

3. **Nominations:**

4. **Appointment:**



CITY of SEASIDE

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(503) 738-5511

PARKS ADVISORY COMMITTEE

Term of Office: 3 years
Number of Members: 7

Chairperson*
Vice Chairperson**
Secretary***

<u>NAME</u>	<u>ADDRESS</u>	<u>PHONE</u>	<u>TERM EXP.</u>
VACANCY			3/31/2019
MATTHEW STOLBERG	870 Avenue 'I' Unit 2	739-2593	3/31/2019
MARY BLAKE	1668 Whispering Pines	717-3810	3/31/2020
NORMAN BROWN***	3041 Evergreen Dr.	738-5132	3/31/2020
JASON BOYD**	1940 Huckleberry	738-4363	3/31/2020
MICHAEL HINTON	1015 S. IRVINE PL.	738-5748	3/31/2021
NANCY HOLMES*	1520 COOPER ST.	717-1614	3/31/2021
TOM HORNING	808 26TH AVENUE	738-5770	horning@pacifier.com
DALE MCDOWELL	1387 AVENUE 'U'	738-5112	dmcowell@cityofseaside.us

LIQUOR LICENSE APPLICATION

Elizabeth Hall
Angelina's Pizzeria and Cafe
1815 S. Roosevelt Drive
Seaside

This business has applied for a Limited On-Premises Sales Liquor License and an Off-Premises Sales License. (Moving to new location)

- **Limited On-premises sales license – allows the sale of malt beverages, wine and cider for consumption at the licensed business, and the sale of kegs of malt beverages to go. Licensees can cater small scale and large-scale private events if they have 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 has reviewed the business and applicants 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

May 18, 2018

MEMORANDUM

TO: Mayor and City Council
FROM: Shauna Wood, Detective Corporal
SUBJECT: **Angelina's Pizza & Cafe**

The Seaside Police Department has reviewed the liquor application for Angelina's Café currently located at 1815 S. Roosevelt, Seaside, OR. This is a request for a new license as they are moving their restaurant from 300 S. Roosevelt where they are currently licensed to sell alcohol.

The previous inspection did not find reason to deny application and there have been no new incidents since the previous inspection to disqualify the application. There is a concern with the owner having had two alcohol related traffic incidents. However, there have been no known issues with alcohol consumption in the past under their current license and there have been no concerns raised. There is also a mention of an outdoor seating area which will accommodate up to 25 people, where alcohol will also be served. The application states this area will be enclosed by fencing and planters. As the business has not yet moved I have been unable to ensure this is the case at this time.

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

Working Together We Can Make A Difference



CITY of SEASIDE

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

May 24, 2018

Elizabeth Hall
Angelina's Pizzeria and Café, LLC
1815 S. Roosevelt Drive
Seaside, OR 97138

Dear Elizabeth:

This letter is to confirm that the Oregon Liquor License application that was submitted to the City of Seaside is scheduled to appear on the agenda for the City Council meeting Monday, May 28, 2018 at 7:00 PM. City Council requests all applicants attend the Council meeting as they will be discussing comments as stated on the liquor license application and may have questions to ask. Attached with this letter is the Seaside Police Department memorandum that is submitted to City Council for review.

Sincerely,



Kim Jordan
Administrative Assistant

06/2018

CITY of SEASIDE

ADDENDUM TO AGREEMENT

OREGON'S
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RESORT

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

This Amendment to current Landscape Maintenance Agreement for the City of Seaside Facilities is made this 1st day of June, 2018, by and between Natures Helper, CONTRACTOR, and the City of Seaside, OWNER. OWNER and CONTRACTOR hereby agree to the following terms and conditions:

1. Owner and Contractor agree that Contractor will continue the current contract to provide Landscape Maintenance for City of Seaside Facilities from June 1, 2018, to May 31, 2019, with an added three (3) percent cost of living for one year. The existing contract pays \$45,003.79 and will be increased to **\$46,353.90**.
2. Section 30.3.00 Landscape Maintenance Locations, Paragraph 30.3.02 City Library, additional Landscaping was performed under separate Contract, increasing the Maintenance required for the Library Property. A copy of your quote was given to the Library Director. The City Library Maintenance portion of your existing contract will be increased to ~~\$1,119.00~~ **\$1153.00** for one year June 1, 2018 to May 31, 2019.
3. Section 30.3.11 of the Contract includes Landscape Maintenance of North Holladay Drive from First Avenue to Twelfth Avenue. This newly constructed roadway includes Landscaped Islands, with Trees, Shrubs and groundcovers. Rock Mulch was used and will also need to be maintained, along with Watering during summer months. North Holladay Drive will be added to your existing contract in the amount of ~~\$11,114.00~~ **\$11,447.00** for one year June 1, 2018 to May 31, 2019.
4. All other terms of the agreement dated May 3, 2016, shall continue to apply.

WHEREFORE, the parties have executed this addendum this ___ day of _____, 2018.

CONTRACTOR:

OWNER:

CITY OF SEASIDE

Pamela L. Fleming
NATURES HELPER, INC.

Jay Barber, Mayor

ATTEST:

Mark J. Winstanley, City Manager

Dear Mayor and City Council,

I would like to have an addendum to my contract for a renewal of one year at a three (3%) percent cost of living. The addendum dates are June 1, 2018 through May 31, 2019.

Thank you,

Pam Fleming

Agreement

50.1.00 GENERAL

THIS AGREEMENT, made and entered into this 3 day of May, 2016, by and between, hereinafter called "**CONTRACTOR**" and the City of Seaside, a municipal corporation, hereinafter called "**CITY.**"

WITNESSETH:

That the said **Contractor** and the said **City**, for the consideration hereinafter named agree as follows:

50.2.00 DESCRIPTION OF WORK

The **Contractor** agrees to perform the work of:

**** LANDSCAPE MAINTENANCE ****
CITY OF SEASIDE FACILITIES

and do all things required of it as per his proposal, all in accordance with the described proposal, a copy of which is hereto attached and made a part of this contract.

50.3.00 CONTRACT PERIOD

The contract period shall commence **June 1, 2016** and expire **May 31, 2018**. The **City** may, at its option, renew for a period of one year. The **City** shall, no later than 20 days prior to that date, give the **Contractor** notice of intent to renew. Within 10 days of receipt of notice, **Contractor** shall submit to **City** price adjustments for the services then in effect. Upon agreement of price adjustments, as submitted or negotiated, this contract shall be deemed extended.

THIS SPACE LEFT BLANK INTENTIONALLY

RESOLUTION #3916

A RESOLUTION ADOPTING AND APPROPRIATING SUPPLEMENTAL
BUDGET INCREASES OF LESS THAN 10%
FOR THE 2017-2018 CITY OF SEASIDE BUDGET

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby adopts the following supplemental budget increases and reductions for 2017-2018; and

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2017, and for the purpose shown below are hereby adjusted and appropriated as follows:

CONVENTION CENTER
Resources

	Present	Changes	New
Beginning Fund Balance	\$ 2,751,219	\$ -	\$ 2,751,219
Transfer - Room Tax	2,808,192	71,568	2,879,760
Interest On Investments	23,545	0	23,545
Food & Liquor Franchise	750,000	200,000	950,000
Rentals/Events	75,000	0	75,000
Convention Fees	25,000	0	25,000
Bond Proceeds	15,000,000	1,273,504	16,273,504
Insurance Reimbursement	2,634	0	2,634
Miscellaneous	2,865	0	2,865
Total	\$ 21,438,455	\$ 1,545,072	\$ 22,983,527

CONVENTION CENTER
Requirements

	Present	Changes	New
Personal Services	\$ 1,086,520	\$ -	\$ 1,086,520
Materials & Services	1,442,500	175,000	1,617,500
Debt Services	44,500	0	44,500
Interfund Transfers	16,049,592	1,141,875	17,191,467
Contingency	173,159	228,197	401,356
Ending Fund Balance	2,642,184	0	2,642,184
Total	\$ 21,438,455	\$ 1,545,072	\$ 22,983,527

ROOM TAX & BUSINESS LICENSE
Resources

	Present	Changes	New
Beginning Fund Balance	\$ 778,381	\$ -	\$ 778,381
Interest On Investments	5,545	0	5,545
Room Tax	4,944,000	126,000	5,070,000
Business License	180,000	7,000	187,000
Oregon Tourism Grant	11,000	0	11,000
Clatsop County Grants	20,000	0	20,000
Miscellaneous	101	0	101
Donations	100	0	100
Total	\$ 5,939,127	\$ 133,000	\$ 6,072,127

ROOM TAX & BUSINESS LICENSE
Requirements

	Present	Changes	New
Personal Services	\$ 232,645	\$ -	\$ 232,645
Materials & Services	620,450	0	620,450
Capital Outlay	50,000	0	50,000
Interfund Transfers	4,264,005	112,739	4,376,744
Contingency	160,000	0	160,000
Ending Fund Balance	612,027	20,261	632,288
Total	\$ 5,939,127	\$ 133,000	\$ 6,072,127

CONVENTION CENTER - CONSTRUCTION

Resources

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Transfer - Convention Center	\$ 15,000,000	\$ 926,841	\$ 15,926,841
Interest On Investments	100,000	0	100,000
Total	\$ 15,100,000	\$ 926,841	\$ 16,026,841

CONVENTION CENTER - CONSTRUCTION

Requirements

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Materials & Services	\$ 1,305,000	\$ -	\$ 1,305,000
Capital Outlay	13,795,000	926,841	14,721,841
Total	\$ 15,100,000	\$ 926,841	\$ 16,026,841

CAPITAL IMPROVEMENT & MAINTENANCE

Resources

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Beginning Fund Balance	\$ 231,009	\$ -	\$ 231,009
Transfer - Public Works	36,000	(36,000)	0
Transfer - Room Tax	114,701	2,923	117,624
Interest On Investments	3,001	0	3,001
Donations	80,000	0	80,000
Total	\$ 464,711	\$ (33,077)	\$ 431,634

CAPITAL IMPROVEMENT & MAINTENANCE

Requirements

	<u>Present</u>	<u>Changes</u>	<u>New</u>
Materials & Services	\$ 25,500	\$ -	\$ 25,500
Capital Outlay	394,211	(33,077)	361,134
Interfund Transfers	45,000	0	45,000
Total	\$ 464,711	\$ (33,077)	\$ 431,634

Passed by the City Council of Seaside on this ____ day of _____, 2018.

Submitted to the Mayor and Approved by the Mayor on this ____ day of _____, 2018.

JAY BARBER, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

5/17/18 - newspaper copy
for 5/18/18 use

**NOTICE OF A PUBLIC MEETING
FOR SUPPLEMENTAL BUDGETS
Of less than 10% of Fund Expenditures**

A public meeting on proposed supplemental budgets of less than 10% for the City of Seaside, Clatsop County, State of Oregon for the fiscal year July 1, 2017 to June 30, 2018 will be held at City Hall, 989 Broadway, Seaside, Oregon. The public meeting will take place during the regularly scheduled City Council meeting on the 28th of May, 2018 at 7:00 P.M. The purpose of the public meeting is to consider a resolution adopting supplemental budgets and making necessary appropriations. A copy of the supplemental budget document may be inspected or obtained on or after May 18, 2018 at City Hall, between the hours of 8:00 A.M. and 5:00 P.M.

SUMMARY OF SUPPLEMENTAL BUDGETS

FUND: Convention Center

Resources		Requirements	
Transfer - Room Tax	\$ 71,568	Materials & Services	\$ 175,000
Food & Liquor Franchise	200,000	Interfund Transfer	
Bond Proceeds	1,273,504	Transfer - Bond Reserve	1,141,875
		Contingency	228,197
Revised Total Resources	\$ 22,983,527	Revised Total Requirements	\$ 22,983,527

COMMENTS: To allow for increased food & liquor franchise payments and a transfer to the bond reserve.

FUND: Room Tax & Business License

Resources		Requirements	
Room Tax	\$ 126,000	Interfund Transfer	
Business License	7,000	Transfer - Convention Center	\$ 71,568
		Transfer - Capital Equipment	2,923
		Transfer - Prom Improvement	2,419
		Transfer - Public Safety	19,051
		Transfer - Public Works	3,125
		Transfer - Conv Ctr Capital Imp	12,141
		Transfer - Emergency Readiness	1,512
		Ending Fund Balance	20,261
Revised Total Resources	\$ 6,072,127	Revised Total Requirements	\$ 6,072,127

COMMENTS: To allow for the distribution of increased room tax and business license revenue.

FUND: Convention Center - Construction

Resources		Requirements	
Transfer - Convention Center	\$ 926,841	Capital Outlay	\$ 926,841
Revised Total Resources	\$ 16,026,841	Revised Total Requirements	\$ 16,026,841

COMMENTS: To increase construction funds due to additional bond proceeds.

FUND: Capital Improvement & Maintenance

Resources		Requirements	
Transfer - Public Works	\$ (36,000)	Capital Outlay	\$ (33,077)
Transfer - Room Tax	2,923		
Revised Total Resources	\$ 431,634	Revised Total Requirements	\$ 431,634

COMMENTS: To decrease the capital outlay budget due to the elimination of a transfer from public works.

RESOLUTION #3917

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

Effective Date: July 1, 2018

A resolution extending workers' compensation coverage to volunteers of City of Seaside in which City of Seaside elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteers listed in this resolution, noted on CIS payroll schedule, and verified at audit:

1. Public Safety Volunteers

Applicable Non-applicable _____

An assumed monthly wage of \$2,000 per month per volunteer will be used for public safety volunteers in the following volunteer positions (check all that apply):

- Police reserve
- Search and rescue
- Firefighter
- Emergency medical personnel
- Ambulance drivers
- Other – Volunteers Police Department

2. Volunteer boards, commissions, and councils for the performance of administrative duties.

Applicable Non-applicable _____

An aggregate assumed annual wage of \$2,500 will be used per each volunteer board, commission, or council for the performance of administrative duties. The covered bodies are (list each body):

- | | |
|-------------------------------|---|
| a. City Council | h. Community Center and Senior Commission |
| b. Improvement Commission | i. Convention Center Commission |
| c. Planning Commission | j. Airport Committee |
| d. Parks Advisory Committee | k. City Tree Board |
| e. Tourism Advisory Committee | l. Transportation Advisory Commission |
| f. Library Board | m. Budget Committee |
| g. Building Board of Appeals | |

3. Manual labor by elected officials.

Applicable _____ Non-applicable

An assumed monthly wage of \$800 per month will be used for public officials for the performance of non-administrative duties other than those covered in paragraph 2 above

List duties

4. Non-public safety volunteers

Applicable Non-applicable _____

All non-public safety volunteers listed below will track their hours and Oregon minimum wage will serve as assumed wage for both premium and benefits calculations. CIS will assign the appropriate classification code according to the type of volunteer work being performed. (List specific non-public safety volunteers below)

- Parks and recreation
- Senior center
- Public works
- Library
- Visitors Bureau

5. Public Events

Applicable _____ Non-applicable **X**

Volunteers at the following public events will be covered under workers' compensation coverage using verified hourly Oregon minimum wage as basis for premium and/or benefit calculation: (List specific events)

6. Community Service Volunteers/Inmates

Applicable _____ Non-applicable **X**

Pursuant to ORS 656.041, workers' compensation coverage will be provided to community service volunteers commuting their sentences by performing work authorized by

Oregon minimum wage tracked hourly will be used for both premium and benefit calculations, verifiable by providing a copy of the roster and/or sentencing agreement from the court.

7. Other Volunteers

Volunteer exposures not addressed here will have workers' compensation coverage if, prior to the onset of the work provided that City of Seaside

- a. Provides at least two weeks' advance written notice to CIS underwriting requesting the coverage
- b. CIS approves the coverage and date of coverage
- c. CIS provides written confirmation of coverage

City of Seaside agrees to maintain verifiable rosters for all volunteers including volunteer name, date of service, and hours of service and make them available at the time of a claim or audit to verify coverage.

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

PASSED by the City Council of the City of Seaside on this ____ day of _____, 2018.

SUBMITTED by the Mayor and **APPROVED** by the Mayor on this ____ day of _____, 2018.

JAY BARBER, MAYOR

ATTEST:

Mark J.Winstanley, City Manager