

**AGENDA SEASIDE CITY COUNCIL MEETING
SEPTEMBER 27, 2010 7:00 PM**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA
5. PROCLAMATION – DOMESTIC VIOLENCE AWARENESS MONTH
6. SWEARING IN SEASIDE RESERVE OFFICER – MATTHEW BALL
7. COMMENTS – PUBLIC
8. DECLARATION OF POTENTIAL CONFLICT OF INTEREST
9. CONSENT AGENDA
 - a) PAYMENT OF THE BILLS - \$550,132.92
 - b) APPROVAL OF MINUTES – SEPTEMBER 13, 2010 REGULAR MINUTES
10. UNFINISHED BUSINESS:
 - a) ORDINANCE 2010-06 – AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE CODE OF SEASIDE CHAPTER 152 UPDATING THE CITY OF SEASIDE FLOOD 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
11. NEW BUSINESS:
 - a) APPROVAL - HOOD TO COAST RELAY AND BEER GARDENS SCHEDULED FOR 2011
 - b) UPDATE – WESTERN OREGON WASTE – RECOLOGY OREGON
 - c) APPROVAL – CLATSOP AND COLUMBIA INTER-COUNTY MUTUAL AND EMERGENCY ASSISTANCE AGREEMENT
 - d) VACANCY – PLANNING COMMISSION
12. COMMENTS FROM THE COUNCIL
13. COMMENTS FROM THE CITY STAFF
14. ADJOURNMENT

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

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



CITY of SEASIDE

OREGON'S
FAMOUS
ALL-YEAR
RESORT

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

PROCLAMATION

Whereas, domestic violence is a serious crime that affects people of all races, ages, gender, and income levels; and

Whereas, domestic violence is widespread and affects over 4 million Americans each year; and

Whereas, one in three Americans have witnessed and incident of domestic violence; and

Whereas, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

Whereas, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism, and non-productivity; and

Whereas, only a coordinated community effort will put a stop to his heinous crime; and

Whereas, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims;

NOW, THEREFORE, I, Don Larson, Mayor of the City of Seaside, proclaim the month of October 2010, as

DOMESTIC VIOLENCE AWARENESS MONTH

and urge all citizens to work together to eliminate domestic violence from our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Seaside to be affixed this 27th day of September, 2010.



DON LARSON, MAYOR

- CALL TO ORDER** The Regular meeting of the Seaside City Council was called to order at 7:00 PM by Mayor Don Larson.
- Present: Mayor Don Larson, Councilors Don Johnson, Jay Barber, Stubby Lyons, and Tita Montero.
- Absent: Council President Tim Tolan and Councilor Larry Haller.
- Also Present: Mark Winstanley, City Manager; Dan Van Thiel, City Attorney; Dale Kamrath, Seaside Fire Chief; Kevin Cupples, Planning Director; Bob Gross, Seaside Police Chief; Jeff Nelson, KAST; Nancy McCarthy, Daily Astorian; and Shari Phiel, Seaside Signal.
- AGENDA** Motion to approve the September 13, 2010, agenda; carried unanimously. (Lyons/Barber)
- APPOINTMENT – CITY COUNCIL** Mayor Larson stated he was going to make a motion for the appointment of Tita Montero to fill the position of David Moore’s Council position Ward 2 for the remainder of the 2010 year.
- Motion to appoint Tita Montero to serve as City Councilor Ward 2 until December 31, 2010; carried unanimously. (Lyons/Johnson)
- Mark Winstanley, City Manager, swore in City Councilor Tita Montero and congratulated her.
- PROCLAMATION** Councilor Lyons read a proclamation on Constitution Week.
- COMMENTS – PUBLIC** Erin Barker, 2300 Lewis and Clark Rd., Seaside, stated she supported keeping the speed bumps on North Holladay by the Seaside High School.
- Mary Blake, Sunset Empire Parks and Recreation District General Manager, along with JudyAnn Dugan who was a Board Member for Sunset Empire Parks and Recreation District, presented a check for \$5,000.00, which was a contribution towards the development of Goodman Park in Seaside.
- Mayor Larson stated every time he had driven by Goodman Park there were many children playing on the new climbing rocks that had been installed.
- CONFLICT** Mayor Larson asked whether any Councilor wished to declare a conflict of interest.
- No one declared a conflict of interest.
- CONSENT AGENDA** Motion to approve payment of the bills in the amount of \$543,209.31; and August 23, 2010 minutes; carried unanimously. (Lyons/Barber)
- PUBLIC HEARING – APPEAL PLANNING COMMISSION** This was the duly advertised time and place to hold a public hearing regarding an Appeal of a Planning Commission Denial of Major Partition at 2964 Keepsake Drive.
- Mayor Larson asked if any of the Councilors wished to declare an ex parte contact or conflict of interest." (If an ex parte contact is indicated, the nature of the contact and a summary of the information must be disclosed by the individual, for the record.)
- Councilor Barber stated he had spoken to one neighbor in the area which was just coincidental to his living in the community.
- Mayor Larson stated he spoke with a Planning Commission member after the first meeting when there was a tie vote on the appeal and found out the motion was a denial because of the tie vote.
- Mayor Larson stated "The following public hearing requirements applied to the land use decision on the agenda:" The applicable criterion for the hearing was listed in the information provided by staff for the agenda item in the original staff report. Testimony and evidence shall be directed toward the applicable criteria listed by staff or other criteria in the plan or land use regulation, which you believe applies to the decision. Failure to raise issue accompanied by statements or evidence sufficient to afford the decision maker and the parties an opportunity to respond to the issue precludes appeal to the Land Use Board of Appeals on that issue. Individuals wishing to offer testimony would be called to the microphone and asked to state their name and address for the record. The applicant would testify first, then any other individuals in favor of the request, followed by any one in opposition to the request. The applicant would be given time at the end for rebuttal. Please keep your comments directed toward the issue at hand and try to avoid redundancy. In an effort to allow anyone interested in testifying sufficient time to speak, Council plans to limit each person’s time to no more than 10 minutes. Mayor Larson further stated he would now ask the Planning Director to provide information about the request."
- Kevin Cupples, Planning Director, explained the applicant had appealed the Planning Commission’s denial of a Major Partition request which would have allowed the division of a duplex (two attached dwelling units) within the Medium Density Residential (R-2) zone.

The Planning Commission denied the above referenced request after a motion to approve the applicant's proposal failed due to a tie vote (3 to 3) by the Commissioners present. The chairman announced that the tie vote was the denial of the agenda item; therefore, there was no further deliberation or action concerning the item. A copy of the Commission's decision, the original staff report, written information submitted during the hearing, and a subsequent letter from Mr. Casterline were also attached for review in Councils packets. Mr. Cupples further stated the Council would make a final decision. In case of a tie vote, staff would ordinarily suggest the Council simply remand the action to the Planning Commission for further deliberation; but in this case, the City Council needed to render a final decision on or before their meeting October 11, 2010, to meet the 120 day time limit to render a final decision. A remand would be further complicated by the fact one of the current Planning Commission members had resigned, leaving only six members. Therefore, staff suggested the Council review the information and take any additional public testimony prior to making their final decision.

John Dunzer, 2964 Keepsake Drive, Seaside, stated his home was a single family home and there were seven lots on his street with three duplexes. According to the R-2 Zone the lot would be large enough to split and build on if there were plans drawn up and submitted to the Planning Department. The Planning Director made changes with the line according to standard conditions and issued a staff report for approval. There was a letter sent out to the property owners who lived within one hundred feet of Mr. Dunzer's property which stated if there were any questions or concerns he would be happy to try and answer them and there were not any questions or concerns received. Prior to the hearing he received a letter from James Casterline who was an attorney and was retained by four of the seven property owners on Keepsake Drive. The letter stated the private covenants, conditions, and restrictions (CC&Rs) requirements would not be met which was the minimum requirement of sixteen hundred feet and minimum requirement for a garage. Mr. Dunzer further stated the Planning Director had stated at the hearing that it was not necessary to have complete plans at the particular stage of the partition but would be worked out in the process when going forward with the building permits. The partition would allow an owner to be put into the unit that was to be built rather than a renter. Mr. Dunzer further stated the development would benefit the community to have an ownership of a property instead of a rental and there was room for eleven cars to park on the property. Mr. Dunzer further stated the only real issue that seemed to be a concern by one of the Planning Commission members was that it was not morally right to build on the property and there was some trouble with the words morally right because he had done everything according to the City's rules and the community CC&Rs. The plans for the property would not be taller or bigger than what already existed and the property owners seemed to be upset with the idea of the project being built. Mr. Dunzer further stated he met all the regulations and rules with the CC&Rs and did not know why the project had become so controversial. Mr. Dunzer further stated there would not be any variances or zone changes and he was obeying the law. The Building and Planning Department seemed to understand the project but the neighbors were against the plans because they did not want to see a change even though there were already three duplexes in the neighborhood.

Mayor Larson asked about the CC&Rs being an item of discussion for the Council.

Dan VanThiel, City Attorney, stated the CC&Rs were private matters between homeowners.

Mayor Larson opened the public hearing.

James Casterline, 842 Broadway, Seaside, stated the neighbors had desperately been trying to speak to Mr. Dunzer about the project. There had been a real effort to deal with the problem of changing the character of the neighborhood dramatically. Mr. Casterline further stated he still did not understand what was going on with the property and had received plans in the mail on a couple of occasions from Mr. Dunzer and the drawings were interesting and contradictory. There was not a real understanding on how the project would work and what was realistic. The footprint would be much larger than what was on the existing property at this time. The CC&Rs were not relevant to Council consideration and were the homeowners problems if this came to litigation. Mr. Casterline further stated the project would not improve the neighborhood and would not be a public benefit. There was a beautiful property owned by Mr. and Mrs. Dunzer which would be changed into something not nearly as desirable or valuable and would change the character of the neighborhood.

Colleen Chandler, 2955 Keepsake Drive, Seaside, stated she lived down the street from the Dunzer's and Mr. Dunzer's home was beautiful and he was a great builder. Mr. Dunzer did not like the house because of the garage across the street which was there when he bought the house. There was no room to build on the property and had already cut off and infringed on the privacy of the other side by making the house a three story. Ms. Chandler further stated property owners asked Mr. Dunzer to explain but he had decided the owners were too stupid to understand and threw a fit and decided he would do what ever he wanted and did not care what the property owners thought. Ms. Chandler further stated the area was lovely and peaceful and the two other duplexes were designated and built that way and were not invasive. Mr. Dunzer does not have enough property to build the project and the City did not need more housing which was not selling and would ruin the neighborhood. Ms. Chandler further stated she enjoyed her home and Mr. Dunzer did not and did not want to live in Seaside and wanted to change everything.

Ken Gurian, 2952 Keepsake Drive, Seaside, stated he owned the first property on the street and was part of what used to be a duplex and was now a zero lot line. There were regulations and firewalls that needed to be added to the property Mr. Gurian owned so that he could sell the side of the duplex to another owner.

Mr. Gurian further stated Mr. Dunzer's plans would not benefit the area and would not look right. There would be parking problems and most of all the property would not sell and the information provided for the project was not a valid reason to build.

Mr. Dunzer stated he had plans that showed the project he wanted to build. Mr. Casterline had received copies of many alternatives there were to building on the property and each time was told that it just could not be done. The existing footprint was not built safely and the new plans would not be one inch higher or one inch closer than what the existing property was now. Mr. Dunzer further stated right now he looked across the street at his neighbor's garage doors which were always up and had added a screen to block the view of the neighbor's garage. Mr. Dunzer further stated he had tried to explain to neighbors and was told each time that the project could not be done. The project could be done and there were many ways it could be done.

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

Mayor Larson asked for Council comments.

Councilor Johnson asked if the request were anywhere else in the City would there be a problem.

Mr. Cupples stated within the R-2 zone which was when Mr. Gurian had done his proposal there was a provision created for a zero lot line. There was a provision in the R-2 zone that did allow for building onto a property. With the CC&Rs which were treated differently because of the subdivision that had its own regulations. Strictly from a zoning ordinance stand point there were provisions in the R-2 zone that allowed a duplex to be created with a two hour firewall and then coming in and separating along the line provided the requirements for lot frontage was met. This was a major partition with the property because a private access would be created to get to the other property.

Councilor Barber stated the big challenge that he had struggled with was sorting out what Mr. Dunzer's rights as a property owner were and what the rights of the neighbors around him were. What were the issues that indicated livability in the neighborhood? Councilor Barber further stated he had reviewed the information with his own personal perspective in mind and how he would feel if he lived on either side of Mr. Dunzer. Councilor Barber further stated he would be very upset only because he would have moved to the neighborhood because of the quality and livability of Keepsake Drive. What Mr. Dunzer was proposing was to change the density and the amount of human bodies that would live in the neighborhood and had every right to do that without further permission because of the R-2 zones.

Mayor Larson stated Council did not need to think about the words "bad market" which really had nothing to do with the project. This was an R-2 zone which allowed for the building of the project. The Planning and Building Department would not issue a plan without being one hundred percent accurate as far as building codes and land use laws. There were already duplexes built in the neighborhood and years ago this was most likely not an issue. Mayor Larson further stated Council was obligated to follow the land use laws with R-2 zones. The CC&Rs were not Councils decision.

Councilor Montero stated she agreed with Councilor Barber that the area was beautiful and if she were living in the neighborhood there would be some difficulty with the project being done. Councilor Montero further stated she also understood what Mayor Larson had stated that Council had an obligation.

Dan VanThiel, City Attorney, stated a decision needed to be made.

Motion to accept the appeal and approve the plans to precede with a major partition 10-023MP to divide existing property at 2964 keepsake Drive into two lots within the Medium Density Residential (R-2) zone and to enforce any conditions brought before the Planning Commission; carried with the following roll call vote: (Johnson/Larson)

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

RECESSED Council recessed at 8:00 PM

RECONVENED Council reconvened at 8:05 PM

**PUBLIC HEARING –
PARKING DESIGNATION
LOCATIONS**

This was the duly advertised time and place to hold a public hearing regarding No Parking Designation Locations.

Bob Gross, Seaside Police Chief, stated at the previous Council meeting there had been a discussion about no parking designations and recommendations made by the Police Department.

Those recommendations included "No Parking" signs should be extended on South Beach Drive from Avenue 'G' to Avenue 'U' on the east side of the roadway, extend the "No Parking" signs on South Columbia from Avenue 'I' to Avenue 'N' on the east side of the roadway where sidewalks end and parking does not create problems with two-way traffic, the "No Parking" signs should remain on South Downing from Avenue 'A' to Avenue 'K' on the east side of the roadway, where sidewalks end and parking does not create problems with two-way traffic. In addition "No Parking" signs should be placed on the south side of Avenue 'G' between South Beach and South Franklin and "No Parking" signs should be placed on both sides of the street between South Franklin and South Roosevelt, the parking needed to be restricted on the east side of North Franklin on both sides of 12th Avenue, 100 feet using signage and yellow curbing and add one additional "No Parking" sign just west of Necanicum Drive before the curb cut in. Chief Gross further stated eliminating and limiting parking in the recommended areas should make traveling much safer and ensure emergency response by both police and fire vehicles. Chief Gross further stated at the City Council meeting on August 23, 2010, Council recommended a public hearing be held and there were public comments made at that meeting concerning mail boxes and mail delivery. There were fifty-five mail boxes on the west side of Beach Drive and Chief Gross spoke with the post master who confirmed if there were cars parked in front of the mail boxes the mail would not be delivered.

Mayor Larson opened the public hearing.

Robert Pinson, 1271 S. Columbia, Seaside, stated he was against at least part of the proposal with a petition that was signed from people that lived on South Columbia between Avenues 'K' to Avenue 'N'. The petition was gathered this afternoon and Mr. Pinson was surprised to learn this could come to a vote when the item had not been on the table very long and there was very little public notice given. Only one neighbor on South Columbia had heard about the item on the agenda. There was value in changing some parking restrictions but there were only a few days of the year during the summer when there was overflow parking which took up both sides of the street and caused parking problem. Mr. Pinson further stated there was no logic in creating an inconvenience to home owners who would not be able to park adjacent to their homes for the small advantage the restrictions would create. People who paid for the installation of sidewalks should not be punished by not allowing parking in front of their homes. Mr. Pinson further stated any traffic flow benefitted by the change would easily be offset by similar traffic problems on other streets which were where cars would start parking. Mr. Pinson further stated as long as Seaside was a tourist vacation destination it would be detrimental to force tourist away from Broadway and the beach.

Ms. Barker stated her mother lived on Beach Drive and there should have been more of a study conducted before parking was restricted. Many of the streets had irregular right of ways and some had sidewalks and some did not. Most of the apartments were on the east side of Beach Drive and the on the west side were mostly houses with sufficient parking. There would be more foot traffic crossing the road. Ms. Barker further stated she could appreciate the Police and Fire Departments needing to get to their destinations safely in an emergency.

Tracy MacDonald, 451 Hillside Loop, Seaside, stated he drove most of the streets five days a week and was in support of the 12th Avenue and Franklin portions. There was a comment about three or four days of congestion a year on the streets but there was a lot more congestion throughout the year and especially on the weekends.

Mayor Larson stated there were written comments given to Council to look over and the public notice was advertised in the newspaper for two weeks.

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

Mayor Larson asked for Council comments.

Motion to postpone the decision and to further review the information to give the public more time to respond and to further advertise the public hearing; carried unanimously. (Johnson/Barber)

Mayor Larson asked if staff would republish the information in the newspaper.

Mr. Winstanley stated the information would be republished and if Council was interested in the possibility of switching the parking from the west side to the east side there would be a notice to let the public know that could be a possibility.

Councilor Barber asked Mr. Pinson how many people on South Columbia used the off street parking.

Mr. Pinson stated everyone had off street parking. Most of the houses had two parking spaces but occasionally families visited from Portland and needed to park on the street since there was not room to park in the driveway.

Mayor Larson stated the no parking recommendations came very heavily from the Police and Fire Department who are out there to save lives. There had been a lot of thought behind the recommendations.

Councilor Montero stated she lived on Sixth Street and the entire east and west streets between downtown and Twelfth Street were pretty much parking on one side of the street only. If the parking had not been that way there would have been a building or two burn down because the fire trucks would not have been able to drive on the street.

PUBLIC HEARING –

This was the duly advertised time and place to hold a Public Hearing regarding Amending the Code of Seaside Chapter 152 Updating the City of Seaside Flood Ordinance

ORD. NO. 2010-06

AN ORDINANCE OF THE CITY OF SEASIDE, OREGON, AMENDING THE CODE OF SEASIDE CHAPTER 152 UPDATING THE CITY OF SEASIDE FLOOD ORDINANCE

Mr. Cupples explained the Community Development Department has completed the review and the required updates to the City of Seaside Flood Damage Prevention Ordinance (Code of Seaside Chapter 152). Updating the ordinance was required by the Federal Emergency Management Agency (FEMA) as part of their map modernization project in conjunction with the City's participation in the National Flood Insurance Program (NFIP). Amendments to the ordinance were required to maintain compliance with Federal Regulations, State Building Code, and Planning Goals. Although some of the text in the ordinance could be modified by the City, the amendments must maintain compliance with the minimum State and Federal regulations in order remain in the NFIP. The amended text in the ordinance was identified in bold face and underlined and the deleted text was bold face strikethrough. Mr. Cupples further stated following consideration of any modification that may be necessary based on testimony during the public hearing, the Council should move to have ordinance 2010-06 read "by title only" for its first reading. If the ordinance was read, a motion for the second reading "by title only" would allow for the Council to consider a third and final reading at the next regularly scheduled Council meeting September 27, 2010.

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

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

Motion to place Ordinance 2010-06 on its first reading by title only; carried unanimously. (Barber/Montero)

Motion to place Ordinance 2010-06 on its second reading by title only; carried unanimously. (Montero/Barber)

**PRESENTATION –
SUNSET EMPIRE
TRANSPORTATION
DISTRICT**

Cindy Howe, Sunset Empire Transportation District Director, stated after some really hard work from many people and careful thoughtful planning the Sunset Empire Transportation District was successful in receiving a three million dollar connect three grant to build a transit center, child care facility, and food pantry in Seaside. Ms. Howe requested the Mayor appoint a committee that would be very short lived that could identify and focus in on the matrix of properties that would be the best place in Seaside to establish a transit center, child care facility, and food pantry. Ms. Blake was very instrumental in helping to put everything together and give directions.

Mayor Larson stated the Ad Hoc Committee would consist of five people who would help select a property located in the City of Seaside.

Ms. Howe stated that was correct and there would be criteria that needed to be followed and there had been discussions about several different properties in Seaside already.

Ms. Blake stated the reason why the Sunset Parks and Recreation District was involved was because of the vision and mission which helped define communities. This was when partners were brought together to help each other and there would be opportunities to apply for block grants to help with the food bank and other recreational services.

COMMENTS – COUNCIL

Councilor Johnson welcomed Councilor Montero on board.

Councilor Barber reminded the public there was a second annual Abundance Fest on Saturday, September 25, 2010, which would be a fundraiser that benefitted the Community Gardens.

Councilor Montero thanked the Mayor and Council for appointing her.

COMMENTS – STAFF

Dale Kamrath, Seaside Fire Chief, thanked the Council and public for all the money that was raised for Muscular Dystrophy and at the Game Night for the Seaside Fire Department.

ADJOURNMENT

The regular meeting adjourned at 8:38 PM.

Kim Jordan, Secretary

DON LARSON, MAYOR

ORDINANCE NO. 2010-06

**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 September 17, 2010; 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:

Chapter 152 is 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 _____, 2010, by the following roll call vote:

YEAS:
NAYS:
ABSTAIN:
ABSENT:

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

DON LARSON, MAYOR

ATTEST:

Mark J. Winstanley, City Manager

ATTACHMENT A

Changes are shown in **bold underline** and current text to be deleted is indicated by **~~bold strikethrough~~**. New changes are in red.

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

ATTACHMENT A

- (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 ~~or AH~~ 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.

BASE FLOOD ELEVATION (BFE). The water surface elevation during the base flood in relation to a specified datum. The Base Flood Elevation (BFE) is depicted on the FIRM to the nearest foot and in the FIS to the nearest 0.1 foot.

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 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

ATTACHMENT A

from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone ~~V1-V30~~, VE or V.

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.

FLOOD INSURANCE RATE MAP (FIRM). The official map on which the Federal Insurance 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 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 (Regulatory Floodway). The channel of a river or other watercourse and those portions of the floodplain adjoining the channel required to discharge and store the floodwater or flood flows associated with the regulatory flood.

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).

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 (including any electrical crossover connections) in A, AE, AO, & AH zones, and the bottom of the lowest horizontal structural member (including any electrical crossover connections) supporting the home in V & VE zones. An unfinished or flood-resistant enclosure, used solely for vehicle parking, home access or limited storage,

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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 shown on prior Flood Insurance Rate Maps are referenced.** **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 **the initial FIRM (September 5, 1979) 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 (Including Manufactured Homes). **Includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land**

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preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, 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 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 the alteration affects the external dimensions of a building.

— START OF CONSTRUCTION.

~~———— (1) For a structure other than a manufactured home, **START OF CONSTRUCTION** 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, 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, or 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.

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)

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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 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 City of Seaside**, dated **September 17, 2010** ~~March 5, 1979~~, 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.

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(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.

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.

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(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 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 Crawlspace, an enclosed area below the Base Flood Elevation in which the interior grade is not more than two feet below the lowest adjacent exterior grade and the height, measured from the interior grade of the crawlspace to the top of the crawlspace foundation, does not exceed 4 feet at any point that comply with the standards in (see 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.

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(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)

§ 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).

(C) *Manufactured homes.* All manufactured homes to be placed or substantially improved within Zones A1–A30, AH, and AE shall be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated 128 inches or more 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 (other than a manufactured home) shall be elevated on pilings and columns so that:
- (1) **The lowest floor 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 and the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the base flood level. It is recommended the bottom of the lowest horizontal structural member also be elevated one foot 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. except the lowest floor of the manufactured home must be elevated 18 inches or more above the base flood elevation.**

(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 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

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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 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) All new construction and substantial improvement of nonresidential structures shall:~~

~~(1) Have the lowest floor, including basement, elevated one foot above the highest adjacent grade on the property to or above the depth number specified on the FIRM; or~~

~~(2) Together with attendant utility and sanitary facilities be completely flood proofed~~

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~~to or above the level designated in division (A)(1) above, 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. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied (note: these sections were deleted previously).~~

(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, 128 inches or more above the depth number specified on the FIRM (at least two feet if no depth number is specified).

(C) New construction and substantial improvements of nonresidential structures within AO zones shall either:

(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

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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 BUILDING FLOODPLAIN PERMIT.

A **building floodplain** 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 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 **building floodplain** permit shall be made to the Building Official on forms furnished by him and shall specifically include the following information:

(A) Elevation in relation to North American Vertical Datum of 1988 (NAVD88) mean sea-level, of the lowest floor (including basement) of all structures; 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) mean sea-level to which any nonresidential structure that has been 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 BUILDING OFFICIAL.

The duties of the 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)

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(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) & (B) are met.

§ 152.37 USE OF AVAILABLE FLOOD DATA.

The Building Official shall obtain, review and reasonably 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 BUILDING OFFICIAL.

(A) Obtain and record the actual elevation (in relation to NAVD88 mean-sea-level) 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 mean-sea-level);
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 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 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

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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.

(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)

Memo

To: Mayor and City Council
From: City Manager's Office
CC: Kim Jordan
Date: September 23, 2010
Re: Western Oregon Waste Changes

Explanation of contract name changes:

- 1) The current parent company "KE Enterprises" will be renamed "Western Oregon Waste".
- 2) The subsidiaries to KE will retain their current names and organizational structure. We may revisit these in the future, but not until we understand the implications for the franchises.
- 3) Western Oregon Waste (previous KE) will be a wholly owned subsidiary of Recology Oregon, which in turn is a wholly-owned subsidiary of Recology Inc.
- 4) We plan to refer to the company in signage, etc as "Western Oregon Waste, a Recology company"

Recology References:

Contracting Entities	Contact Name & Title	Phone Number
City of Ashland	Martha Bennett City Administrator	(541) 488-6002
City of Crescent City	Kelly Schellong Mayor	(707) 464-7483
Del Norte Solid Waste Management Authority	Kevin Hendrick Executive Director	(707) 465-1100
Portland Metro	Paul Ehinger Director of Solid Waste Operations	(503) 797-1789

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

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

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

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

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

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

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

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

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

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

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

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

NOW THEREFORE, the Parties agree as follows:

Article I – TERM

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

Article II – DEFINITIONS

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

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

Article III – TERMS AND TERMINATION

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

Article IV – PARTICIPATION

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

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

Article V – THE NATIONAL INCIDENT MANAGEMENT SYSTEM

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

Article VI – TYPE OF EQUIPMENT AND PERSONNEL.

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

Article VII - SUPERVISION.

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

Article VIII – MUTUAL AID

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

Article IX – EMERGENCY ASSISTANCE

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

A. EMERGENCY ASSISTANCE SERVICES

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

B. COMPENSATION

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

C. CONTRACT LABOR STATUS

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

D. COST RECOVERY

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

E. PAYMENT FOR SERVICES AND ASSISTANCE

Borrower shall pay the Lender for all valid and invoiced Assistance Costs within 180 days of receipt of invoice from Lender for all of the Emergency Assistance services provided by the Lender. Lender, in its sole discretion,

may elect to extend the repayment deadline, upon the request of Borrower. If the Lender provides equipment, supplies or parts, the Lender may accept payment of cash or in kind for the equipment, supplies or parts supplied.

F. RECORD KEEPING

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

Article X - COMPLIANCE WITH GOVERNMENT REGULATIONS

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

Article XI – INDEMNIFICATION, INSURANCE and LIMITATIONS of LIABILITY

A. INDEMNIFICATION.

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

B. INSURANCE.

Each party shall have liability insurance in at least the amounts of liability of public bodies provided in the Oregon Tort Claims Act ORS 30.260 -

.300, as it now exists and as it from time to time may be amended. Each party shall obtain a certificate of insurance naming every other party an additional insured for activities under this agreement, and shall provide such certificate to every other party. Such insurance shall not be cancelled without 30 days notice to every other party.

C. ACTIVITIES IN BAD FAITH OR BEYOND SCOPE.

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

D. LIABILITY FOR PARTICIPATION.

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

E. DELAY/FAILURE TO RESPOND.

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

F. LITIGATION PROCEDURES.

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

Article XII – GOVERNMENTAL AUTHORITY

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

Article XIII – WORKERS’ COMPENSATION AND EMPLOYEE CLAIMS

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

Article XIV – NO DEDICATION OF FACILITIES

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

Article XV – AUTHORITY

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

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

Article XVI – NO THIRD PARTY BENEFICIARY

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

Article XVII – ENTIRE AGREEMENT/REPEAL OF OTHER AGREEMENTS

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

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

Article XVIII – SUCCESSORS AND ASSIGNS

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

Article XIX – GOVERNING LAW

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

Article XX – VENUE

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

Article XXI – WAIVER OF RIGHTS

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

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

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

Article XXII– SEVERABILITY

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

Article XXIII – NOTICES

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

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

CLATSOP COUNTY FIRE DEFENSE BOARD

City of Astoria Fire Department:

By: _____
Mayor Date

By: _____
City Manager Date

Cannon Beach Rural Fire Protection District:

By: _____
Authorized Representative Date

By: _____
Authorized Representative Date

Elsie-Vinemapple Rural Fire Protection District:

By: _____
Authorized Representative Date

By: _____
Authorized Representative Date

Gearhart Volunteer Fire Department:

By: _____
Mayor Date

By: _____
City Manager Date

Hamlet Rural Fire Protection District:

By: _____
Authorized Representative Date _____

By: _____
Authorized Representative Date _____

John Day – Fernhill Rural Fire Protection District:

By: _____
Authorized Representative Date _____

By: _____
Authorized Representative Date _____

Knappa-Svensen-Burnside Rural Fire Protection District:

By: _____
Authorized Representative Date _____

By: _____
Authorized Representative Date _____

Lewis & Clark Rural Fire Protection District:

By: _____
Authorized Representative Date _____

By: _____
Authorized Representative Date _____

Olney Walluski Fire and Rescue:

By: _____
Authorized Representative Date _____

By: _____
Authorized Representative Date _____

Seaside Fire & Rescue Department:

By: _____
Mayor

Date

By: _____
City Manager

Date

City of Warrenton Fire Department:

By: _____
Mayor

Date

By: _____
City Manager

Date

Westport-Wauna Rural Fire Protection District:

By: _____
Authorized Representative

Date

By: _____
Authorized Representative

Date

COLUMBIA COUNTY FIRE DEFENSE BOARD

Clatskanie Rural Fire Protection District:

By: _____
Board President

Date

By: _____
Fire Chief

Date

Columbia River Fire and Rescue:

By: _____
Board President

Date

By: _____
Fire Chief

Date

Mist-Birkenfeld Rural Fire Protection District:

By: _____
Board President

Date

By: _____
Fire Chief

Date

Scappoose Rural Fire District:

By: _____
Board President

Date

By: _____
Fire Chief

Date

Vernonia Rural Fire Protection District:

By: _____
Board President

Date

By: _____
Fire Chief

Date

SEASIDE PLANNING COMMISSION

The purpose of the Seaside Planning Commission is to recommend and make suggestions to the Council and to other public authorities concerning the laying out, widening, extending and locating of public thoroughfares, the parking of vehicles, the relief of traffic congestion, betterment of housing and sanitation conditions, and the establishment of districts for limiting the use, height, area, bulk and other characteristics of buildings and structures related to land development. The Planning Commission is to recommend to the Council and other public authorities plans for regulating the future growth, development and beautification of the city with respect to its public and private buildings and works, streets, parks, ground and vacant lots, and plans consistent with future growth and development of the city in order to secure to the city and its inhabitants sanitation, proper service of public utilities, including appropriate public incentives for overall energy conservation, and plans for shipping and transportation facilities.

The commission consists of seven members who are not officials or employees of the city and who will be appointed by the Mayor, subject to the approval of the City Council. A minimum of five members shall reside within the city limits; a maximum of two members may reside within the urban growth boundary, but outside the city limits. All members shall serve for a term of four years. A Planning Commissioner's term of office shall commence on the first day of November of the first year of his or her term.

Each year, at the first Committee meeting in November, 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.

No more than two members of the Commission may engage principally in the buying, selling or development of real estate for profit as individuals, or be members of any partnership, or officers or employees of any corporation, which engages principally in the buying, selling or developing of real estate for profit.

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

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

COMMITTEE/COMMISSION APPOINTMENT

1. **Date Council Notified:** September 27, 2010

Name: Dick Rees

Commission/Committee: Planning Commission

Resignation Date: September 7, 2010

Term Expiration Date: November 1, 2011

Wants to be considered again:

2. **Applicants:**

3. **Nominations:**

4. **Appointment:**

Kevin Cupples,AICP
Planning Director
City of Seaside, Or.

Aug. 11 2010

Dear Kevin,

This is to inform you that my last PC meeting will be September 7th 2010.

My wife and I will be dividing our time between Salem, Or. and Seaside.
Thus, not allowing me to be consistent with my attendance.

It has been an honor to serve on the planning commission, and a
pleasure working with you, Debbie and Glen.

Most Sincerely ,

