



AGENDA

ASTORIA CITY COUNCIL

Monday, June 4, 2018
7:00 PM
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

1) CALL TO ORDER

2) ROLL CALL

3) PROCLAMATION

- a) Recognizing June 3rd – 10th as Lesbian Gay Bisexual Trans Queer Intersex Asexual Pride Week

4) PRESENTATIONS

- a) Presentation by Michael McNickle, Clatsop County Department of Public Health regarding Tobacco Retailers in the City of Astoria

5) REPORTS OF COUNCILORS

6) CHANGES TO AGENDA

7) CONSENT

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the City Council requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

- a) City Council Work Session Minutes for May 2, 2018
- b) Board and Commission Meeting Minutes
 - a. Astoria Planning Commission – April 24, 2018
 - b. Park Board Minutes – April 25, 2018
 - c. Astoria Library Board – April 24, 2018
 - d. City of Astoria Budget Committee Minutes: April 24, 2018, April 25, 2018
- c) Finance Department Status Update
- d) Library Status Update
- e) Public Works Status Update
- f) Parks Department Status Update
- g) American Carbon Registry Reversal Risk Management Agreement
- h) Lease Agreement with Columbia Memorial Hospital for use of the East Portion of Heritage Square During Regatta
- i) Community Development Block Grant (CDBG) Contract Excessive Force Resolution

8) REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the City Council. Rather than asking for public comment after each agenda item, the Mayor asks that audience members raise their hands if they want to speak to the item and they will be

recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- a) Second Reading of Revised Charter Franchise Ordinance and Adoption
- b) Public Hearing and Resolution to Adopt the City of Astoria Budget for FY Beginning July 1, 2018
- c) Public Hearing and Resolution to Elect to Receive State Shared Revenues
- d) Community Development Block Grant (CDBG) Contract Between Oregon Business Development Department (OBDD) and the City of Astoria – Housing Rehabilitation
- e) Public Hearing: Ordinance Modifying City Code 6.135 Relating to Special Police Officers

9) NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)



AGENDA

ASTORIA DEVELOPMENT COMMISSION

June 4, 2018

Immediately Follows Council Meeting

1) CALL TO ORDER

2) ROLL CALL

3) REPORTS OF COMMISSIONERS

4) CHANGES TO AGENDA

5) CONSENT

The items on the Consent Calendar are considered routine and will be adopted by one motion unless a member of the Commission requests to have any item considered separately. Members of the community may have an item removed if they contact the City Manager by 5:00 p.m. the day of the meeting.

- a) ADC Minutes for February 26, 2018
- b) ADC Budget Committee Minutes: April 24, 2018, April 25, 2018

6) REGULAR AGENDA ITEMS

All agenda items are open for public comment following deliberation by the Commission. Rather than asking for public comment after each agenda item, the President asks that audience members raise their hands if they want to speak to the item and they will be recognized. In order to respect everyone's time, comments will be limited to 3 minutes.

- a) Public Hearing and Resolution to Adopt the Astoria Development Commission Budget

7) NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)


THE MEETINGS ARE ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING THE CITY MANAGER'S OFFICE AT 503-325-5824.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: MAY 31, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF JUNE 4, 2018

PROCLAMATIONS

Item 3(a): Recognizing June 3rd – 10th as Lesbian Gay Bisexual Trans Queer Intersex Asexual Pride Week

PRESENTATIONS

Item 4(a): Presentation by Michael McNickle, Clatsop County Department of Public Health regarding Tobacco Retailers in the City of Astoria

Michael McNickle, Clatsop County Department of Public Health, will give a presentation on a County proposal dealing with tobacco retailers.

CONSENT CALENDAR

Item 7(a): City Council Work Session Minutes for May 2, 2018

The minutes of the City Council meeting are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 7(b): Board and Commission Meeting Minutes

- a. Astoria Planning Commission – April 24, 2018
- b. Park Board Minutes – April 25, 2018
- c. Astoria Library Board – April 24, 2018
- d. City of Astoria Budget Committee Minutes: April 24, 2018, April 25, 2018

The minutes of the above Boards and Commissions are included. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 7(c): Finance Department Status Update
Item 7(d): Library Status Update
Item 7(e): Public Works Status Update
Item 7(f): Parks Department Status Update

The Status Reports for the listed departments above are attached. The reports are provided for informational purposes only. Fire, Police and Community Development department reports will be included on the next agenda.

Item 7(g): American Carbon Registry Reversal Risk Management Agreement

In 2016 and 2017, the City of Astoria sold carbon credits as a part of the Bear Creek Watershed Carbon Project. The carbon credits were sold to The Climate Trust (TCT), an Oregon-based not-for-profit organization. The project required that the credits be registered with the American Carbon Registry (ACR). To accomplish this, an agreement between the City and Winrock International was signed in 2016 when the sales took place. This agreement now needs to be updated to include minor changes. The basic requirements of the agreement have not changed since the previous version. It is recommended that City Council authorize the Public Works Director to sign the updated agreement between the City of Astoria and Winrock International.

Item 7(h): Lease Agreement with Columbia Memorial Hospital for use of the East Portion of Heritage Square During Regatta

Columbia Memorial Hospital, on behalf of the Astoria Regatta Association is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events. The time frame for the lease would be for Saturday, August 11, 2018, from 6:00 a.m. to 6:00 p.m. It is requested that the Heritage Square site be leased for \$1.00. City Attorney Henningsgaard has approved the Lease Agreement as to form. It is recommended that Council approve the Lease Agreement.

Item 7(i): Community Development Block Grant (CDBG) Contract Excessive Force Resolution

In March, 2018, the City was awarded a grant of \$400,000 for the Northwest Oregon Regional Housing Program. The purpose of the grant is to provide no interest loans to low and moderate income homeowners in Astoria.

A condition of receiving the grant is that the City must adopt an Excessive Force policy, which states that the City's law enforcement personnel shall not use excessive force against any individuals engaged in nonviolent civil rights demonstrations. The resolution allows the City to enforce applicable state and local laws that prohibit physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations. Chief Spalding has reviewed the draft and has no concerns with the language.

It is recommended that the Council adopt the resolution.

REGULAR AGENDA ITEMS

Item 8(a): Second Reading and Adoption of Charter Franchise Ordinance

Included in the packet is a proposed ordinance granting Falcon Community Ventures I, known locally as Charter Communications, a renewed city franchise to locate transmission lines in City rights of way. The first reading of this ordinance was held at the May 7, 2018 City Council Meeting. It is recommended that Council conduct the second reading of the draft as amended at the prior meeting and adopt the proposed ordinance.

Item 8(b): Public Hearing and Resolution to Adopt the City of Astoria Budget for FY Beginning July 1, 2018

Oregon Local Budget Law requires the City Council hold a public hearing on the budget, as recommended for approval by the Budget Committee. Notice of this hearing, scheduled for June 4, 2018, was published in the Daily Astorian on Friday, May 25, 2018.

The budget for the City of Astoria, as discussed and recommended for approval by the Budget Committee, is ready for the City Council to consider for adoption. Copies of the approved budget were previously distributed to the Council. The budget was also posted on the City's website and is available in hard copy at the Finance Department and the Astoria Public Library.

The attached resolution will adopt resources and appropriations and authorize the collection of taxes at a rate of \$ 8.1738 per thousand for Fiscal Year beginning July 1, 2018.

Item 8(c): Public Hearing and Resolution to Elect to Receive State Shared Revenues

Oregon Revised Statute 221.770 requires the City to adopt a resolution to declare its intent to receive state revenue for each new fiscal year. State shared revenues include the state gas tax, alcohol tax, cigarette tax and state shared revenues. The attached resolution expresses the City's intention to receive state shared revenues for FY 2018-2019. It is recommended that the City Council hold a public hearing and consider this resolution for adoption.

Item 8(d): Community Development Block Grant (CDBG) Contract Between Oregon Business Development Department (OBDD) and the City of Astoria – Housing Rehabilitation

In March, 2018, the City was awarded a grant of \$400,000 for the Northwest Oregon Regional Housing Program. The purpose of the grant is to provide no interest loans to low and moderate income homeowners in Astoria.

Community Action Team (CAT) would administer the grant on behalf of the City under a separate sub-grantee agreement and receive management and administrative fees to support staff. There would be no direct cost to the City and minimal staff involvement. Once the State has acknowledged the contract with

the City, CAT staff will work with the City to complete the agreement and any additional documents necessary to begin the program in July or August.

It is recommended that the Council authorize the City Manager to sign the contract between the City and the State of Oregon.

Item 8(e): Public Hearing: Ordinance Modifying City Code 6.135 Relating to Special Police Officers

The City of Astoria partners with the Astoria Downtown Historic District Association (ADHDA) to provide parking enforcement in the Downtown District. The ADHDA Community Outreach Officer (COO) is appointed by the authority of the City Manager as a Special Police Officer. The COO's duties include enforcement of parking violations. Currently the COO does not drive a vehicle and utilizes a small non-electric scooter to improve her mobility. Current City ordinances prohibit roller skates, skateboards, coasters, toy vehicles or similar devices. The law was amended several years ago to prevent damage and injuries by irresponsible individuals in the downtown area.

Attached is a draft ordinance which would allow the City Manager to exempt certain regulations restricting the use of or operation of vehicles, skateboards or similar devices downtown. Passage of this modification would allow increased mobility and productivity for the COO without violating the intent of the City ordinance.

It is recommended that Council hold a public hearing and consider holding a first reading of the ordinance amending City Code 6.135.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

PROCLAMATION

Recognizing the month of June as LGBTQIA Pride Month in the City of Astoria, Oregon.

WHEREAS, the City of Astoria has a diverse Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual (LGBTQIA) community and is committed to supporting visibility, dignity and equity for all people in the community; and

WHEREAS, many of the residents, students, city employees, and business owners within the City of Astoria who contribute to the enrichment of our City are a part of the lesbian, gay, bisexual, transgender, and questioning community; and

WHEREAS, various advancements have been made with respect to equitable treatment of lesbians, gay men, bisexual, transgendered, and questioning persons throughout the nation. There continues to be some opposition against people from this community and around the world making it important for cities like Astoria to stand up and show support for our residents who are affected; and

WHEREAS, many cities in the United States and around the world recognize and celebrate June as LGBTQIA Pride Month; and

WHEREAS, June has become a symbolic month in which lesbians, gay men, bisexual people, transgender, and supporters come together in various celebrations of pride; and

WHEREAS, the rainbow flag, also known as the LGBT pride flag or gay pride flag, has been used since the 1970s as a symbol of Lesbian, Gay, Bisexual, Transgender pride and LGBTQIA social movements; and

WHEREAS, lighting the Astoria Column during the week of June 3rd – June 10th further symbolizes the City's celebration of diversity and support for the Lesbian, Gay, Bisexual, Transgender, Queer, Intersex and Asexual community.

NOW THEREFORE, the City Council of the City of Astoria does hereby declare the month of June as LGBTQIA Pride Month in the City of Astoria, Oregon, and invites everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding, and further, recognizes Pride Month by lighting the Astoria Column during the week of June 3rd through June 10th.



Arline LaMear, Mayor

CITY OF ASTORIA
City Council Chambers
May 2, 2018

CITY COUNCIL JOURNAL OF PROCEEDINGS

A work session of the Astoria Common Council was held at the above place at the hour of 9:00 am.

Councilors Present: Price (via telephone), Brownson, Jones, and Mayor LaMear.

Councilors Excused: Nemlowill

Staff Present: City Manager Estes, Public Works Director Harrington, and City Engineer Crater. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

ODOT ARTS PROGRAM FOR MARINE DR – COLUMBIA TO 9TH ST CIRCULATION OPTION PROJECT

Staff and Oregon Department of Transportation (ODOT) representatives Amanda Salieri, Traffic Investigation Engineer, and Ken Schunk, Area 1 Planner, provided details about the All Roads Transportation Safety (ARTS) Grant Program and the Marine Drive (D21) Circulation Project via PowerPoint. They explained how the circulation project fit the program's goals and noted that this one project had the potential to take care of five projects identified in the Transportation System Plan (TSP). Staff and ODOT representatives described the work that would be done, the potential impact of this project on capacity, safety enhancements for pedestrians and bicyclists, and gave an overview of the project timeline. They displayed simulations showing the effects of the D21 project completed as proposed in the TSP and explained how each of the changes made would reduce traffic congestion and enhance safety for drivers, pedestrians, and bicyclists. Staff asked City Council to consider supporting the ARTS Grant application to fund this project.

ODOT representatives responded to questions and comments from Staff and Councilors, and discussed the presentation with the following key comments:

- Any work done should be planned using 10-year projections to accommodate expected development between the bridge and the port.
- Creating enhancements for pedestrians could result in an increase in pedestrian traffic in that area. However, the crossings would be located at more appropriate locations than they are now.
- Applying for the grant would not commit the City to the project. The project could be cancelled at any time for any reason. A lot more work would be done to determine whether the project was appropriate and feasible.
 - The 8th and Commercial St project would not initially be included in the grant application because the main focus would be from Columbia to 7th Street. ODOT could consider adding 8th and Commercial to the project. However, ODOT already has a project to put rectangular rapid flashing beacons at that intersection to address safety without impacting traffic.
- Pursuing the grant would not cost the City anything other than Staff time.
- If ODOT was selected to receive funds for these projects, the first analysis would be implemented as part of the 2021-2024 State Transportation Improvement Plan (STIP). By 2021, more analytical data would be available to inform the feasibility of the D21 project.

The City Council unanimously agreed that the City should support the ARTS grant.

Ms. Salieri made several handouts available to Councilors and Staff.

BOND ST SLIDE REPAIR

City Manager Estes briefly reviewed the City's efforts to reopen Bond Street to two-way traffic, which was included as a project in the Urban Renewal District when it was expanded several years ago.

City Engineer Harrington gave a PowerPoint presentation on the history of the Bond Street slide, the geology of the area, building a retaining wall, reopening Bond Street to two-way traffic, and restoring the intersection at Hume. This project could not be completed last year as planned because there was higher than average rainfall. With less rain expected this year, Staff planned to restore the roadway to two, 10-foot lanes and build a retaining wall during dry weather in late summer/early fall. Staff has taken and would continue to take all precautions to

minimize risk during construction. The project would cease and be reevaluated by the geotechnical consultant if any problem occurred. Staff's next step would be to ask the Development Commission to authorize Staff to solicit bids.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:27 am.

ATTEST:**APPROVED:**

Finance Director

City Manager

DRAFT

ASTORIA PLANNING COMMISSION MEETING

Astoria Senior Center

April 24, 2018

CALL TO ORDER:

President Fitzpatrick called the meeting to order at 6:31 pm.

ROLL CALL:

Commissioners Present: President Sean Fitzpatrick, Jennifer Cameron-Lattek, Daryl Moore, and Joan Herman. Brookley Henri arrived at 6:37 pm.

Commissioners Excused: Kent Easom and Jan Mitchell

Staff Present: Planner Nancy Ferber. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

President Fitzpatrick asked for approval of the minutes of the March 27, 2018 meeting.

Commissioner Cameron-Lattek noted the following corrections:

- Page 10, 4th Paragraph – “Commissioner ~~Cameron-Lattek~~ **Henri** said she was uncomfortable approve the S-2A zone because of the outright uses and would be more willing to discuss the S-2 zone.”
- Page 10, 5th Paragraph – “Commissioner ~~Henri~~ **Cameron-Lattek** said she was sympathetic to the problems with trying to do something with land that is zoned for a market that does not exist...”

Commissioner Moore moved that the Astoria Planning Commission approve the minutes as corrected; seconded by Commissioner Herman. Motion passed unanimously.

PUBLIC HEARINGS:

President Fitzpatrick explained the procedures governing the conduct of public hearings to the audience and advised that handouts of the substantive review criteria were available from Staff.

ITEM 4(a):

A17-03 Amendment Request (A17-03) by Kevin Cronin, consultant, for a map amendment at 3738 Leif Erickson Drive from S-1 Marine Industrial to S-2 General Shorelands to facilitate additional non-marine related development (continued from the March 27, 2018 meeting.)

President Fitzpatrick confirmed with Staff that this application had been withdrawn.

ITEM 4(b):

CU18-02 Conditional Use (CU18-02) by Mike Oien, dba Terry's Plumbing to locate a plumbing shop (contract construction service) in an existing building at 415 Gateway Street.

President Fitzpatrick asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. He asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare.

Commissioner Moore declared that he drove by the location.

President Fitzpatrick asked Staff to present the Staff report and make a recommendation.

Planner Ferber reviewed the written Staff report and made photographs available at the dais. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

President Fitzpatrick opened the public hearing and called for a presentation by the Applicant.

The Applicant confirmed he did not have a presentation.

President Fitzpatrick called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he confirmed Staff had no closing comments. He closed the public hearing and called for Commission discussion and deliberation.

Commissioner Herman said she believed the location was good for a plumbing business and she did not have any issues with the request.

Commissioner Moore stated he was satisfied that the criteria had been met.

Commissioners Cameron-Lattek and Henri said they were satisfied with the findings in the Staff report.

President Fitzpatrick agreed that the location was appropriate for the proposed use.

Commissioner Moore moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU18-02 by Mike Oien; seconded by Commissioner Herman. Motion passed unanimously.

President Fitzpatrick read the rules of appeal into the record.

WORK SESSION:

Item 5(a): Review of Proposed Code Amendments to Address Emergency Shelters

Planner Ferber presented the most recently updated code language being proposed, which was included in the Staff report. Correspondence received was made available at the dais.

Commissioner Herman read into the record a letter submitted by Commissioner Jan Mitchell.

President Fitzpatrick called for public comments.

Rick Bowers, 357 Commercial, Astoria, understood the proposed amendments would apply to warming centers and emergency shelters with more than ten guests. He asked if facilities that wanted to serve less than ten people would be allowed.

Commissioner Moore explained that the proposed amendments would only regulate a warming shelter that served ten or more people. A shelter that served fewer than ten would still be allowed as they are now and the City would only get involved if complaints were submitted to Staff.

Several members of the audience indicated they preferred to speak after hearing the Commissioner's discussion. President Fitzpatrick asked if anyone else wanted to comment at this time.

Dan Parkison, 550 State Route 401, Naselle, WA, stated most buildings in the city that were not originally built as a dormitory or hotel would not have been constructed to comply with fire codes. Therefore, if warming centers are allowed to operate, the State Fire Marshall would need to waive the applicable fire code requirements. He had a copy of the State Fire Marshall's technical advisory that indicated this waiver would be granted for a maximum of 90 days. He believed almost any building in Astoria operating a warming center would need the waiver. Language about the State's waiver should be included in the code and the technical advisory should be used as the guiding document because the State's requirements may change. He believed churches were most appropriate for hosting warming centers because unlike other buildings, they contained facilities to accommodate a warming center's part-time, nighttime use, which would not interfere with other uses in the

building. Serving the poor is a core part of each churches' mission and he had spoken to multiple ministers who supported the idea of a warming center. Therefore, he believed warming centers should be allowed in any zone that contains a church. Conditional uses currently allowed in the R-3 zone include boarding houses, congregational care, and recovery centers.

Planner Ferber explained that allowing uses in churches can get complicated, particularly if a church is a nonconforming use in a residential zone. Churches are defined in the code as a semi-public use and it would be difficult to draft language expanding a specific, nonconforming use to allow accessory uses specifically for churches. The Commission could create a definition for churches or add language for accessory uses to semi-public uses.

Commissioner Moore briefly reviewed the events and factors that led the proposed code amendments, which are intended to address critical language missing from the Code to allow this use while also addressing impacts to neighborhoods created by this use. Eliminating churches as a place to operate warming centers is not a goal. He used the State's technical advisory verbatim in the proposed code language, so it would make sense to reference the advisory instead of duplicating it if possible. Language regarding impacts to the neighborhood would give Staff the ability to deal with a warming center that was disruptive.

The Planning Commission reviewed and discussed the comments made at their February 27th work session and updates made to the proposed code language since then, which were included in the agenda packet. Their key comments were as follows:

- All Commissioners agreed a minimum of ten guests was an appropriate trigger for the conditional use permit. Planner Ferber recommended additional language indicating that warming centers with fewer than ten guests could still be regulated by building codes.
 - The Commission considered allowing warming centers in R-3 zones with special conditions. There had been public comments in favor of R-3, but larger occupancies would have a greater impact to the neighborhood. Additionally, impacts to neighborhoods were relative to a warming center's management combined with their occupancy rate. However, conditional uses would allow for a lot of feedback from the community and a review of each warming center individually.
- The Commission discussed and was divided on allowing warming center in R-1 and R-2 zones. Warming centers that served 10 guests or less were already allowed in these zones. This code amendment would allow a high-density use and the R-3 zone is built to handle the higher densities. Residents of lower density zones expect a quiet neighborhood with minimal traffic, but residents of higher density zones expect a livelier environment. President Fitzpatrick believed residents of higher density zones typically had lower incomes and he feared that allowing warming centers for more than ten guests in R-3, but not R-1 and R-2, seemed to indicate lower income residents did not have as much right to neighborhoods not impacted by warming centers. This seemed discriminatory.
- On a displayed map, Commissioners identified which churches would only be allowed to serve up to ten people if the new code was adopted as currently proposed. It was noted that churches were not the only place that could host a warming center. In the neighborhoods being discussed, warming centers could rotate among churches to minimize impacts to neighborhoods. Several R-1 and R-2 zones were adjacent or close to R-3 and industrial zones.
- Commissioners discussed different thresholds for each zone, which could be specific to semi-public uses or include minimum distances between warming centers across all zones. Occupancy would be limited by building codes and this would prevent several small warming centers from locating in close proximity to each other, which could have a greater impact on the neighborhood than one large warming center.
- Requiring warming centers to change locations would contradict the intent of the code, which was to incentivize investment in facilities and protect neighborhoods from their impacts by locating them in other areas.
- The Commission discussed potential problems that can occur when facilities change management and how to draft language that could mitigate against this issue. Conditional use permits are specific to each site and permanent, while temporary use permits are specific to the user and must be renewed annually. They discussed the pros and cons of each type of permit, noting in which circumstances each is applicable.
- Rules should be strict enough to enforce without being difficult to enforce. The good neighbor commitment with Astoria Warming Center was a good model. Commissioners and Staff talked about how to require administrative review instead of Commission review, like a temporary use permit. Impacts to the neighborhood could be captured in a report. Administrative review would include a public comment period and would be appealable to the Commission. Planner Ferber explained the public input process for an

administrative review, which was just like variance requests. Staff always had the opportunity to require a review by the Commission. She briefly described the various levels of review processes.

- President Fitzpatrick still wanted an annual review through a public hearing. Commissioner Herman agreed. Planner Ferber was not sure if an annual public hearing could be required for a conditional use permit, noting that might create legal or land use issues. Commissioner Moore suggested a public hearing for warming centers in R-3 neighborhoods and an administrative review for warming centers in other zones where they would be allowed outright. Planner Ferber said if warming centers were tied to semipublic uses they would already be conditional in R-2 and R-3, and therefore, automatically reviewed by the Commission. If a semipublic use is conditional, an accessory use could be permitted but would be messy.

President Fitzpatrick called for a recess at 7:44 pm. The work session reconvened at 7:49 pm.

Commissioner Moore said semipublic uses are conditional in almost every zone. It would take the same amount of work to create a new use as opposed to selecting zones where semipublic uses are conditional and eliminating the zones the Commission believed were inappropriate. Therefore, he was more in favor of a specific conditional use standard.

Commissioner Cameron-Lattek favored a conditional use with an annual administrative review that included the option to go before the Planning Commission. Planner Ferber stated she would need to consult with City Attorney Henningsgaard to find out if this would be legal.

President Fitzpatrick preferred a temporary use permit because the review process is short if the request is not controversial, and public input should be allowed if it is controversial. Commissioner Moore said temporary use permits did not have any enforceable language specific to this particular use. If there were problems once the permit had been granted, enforcement would be difficult. However, the permit would be reviewed every year. Commissioner Herman believed a temporary use permit might make it difficult for organizations to receive grants since they would not be able to guarantee their location would remain the same year after year. Commissioner Moore agreed and said he would not want to write code that created difficulties for the use the code is written for; the goal is to enable a use.

Commissioner Moore briefly explained the current temporary use process allowing warming centers and confirmed that temporary use permits are specifically for things not classified in the Development Code. A conditional use would be permanent for an ongoing operation.

Commissioner Cameron-Lattek agreed that a conditional use permit would allow an organization to plan for the future. President Fitzpatrick noted that in areas where warming centers are allowed outright, a temporary use permit would not be necessary.

President Fitzpatrick called for public comments.

Dan Parkison, 550 State Route 401, Nacelle, WA, said he believed a 1,000-foot separation between warming centers would be good because it would encourage other neighborhoods to share the burden. There is a need towards Safeway and near Dutch Brothers Coffee. Having warming centers in a concentrated area puts an undue burden on any one neighborhood. Warming centers typically operate from November to March, so he was not sure how the review process would work if the permit was valid from January 1st.

President Fitzpatrick confirmed that in this case, the permits would be valid for a season, not a calendar year.

Mr. Parkison asked if there was a way to have different levels of review that would influence warming centers to locate in areas of least resistance. Warming centers would have a heavier burden in R-3 zones, but a lighter burden in industrial zones. He believed it was important for warming centers to refrain from using the model that the Astoria Warming Center used last year. Being open for 120 days is a violation of State fire codes and the hours of operation were not dependent on weather. This year, the neighborhood commitment resulted in a completely different operation and a substantially different neighborhood experience.

President Fitzpatrick confirmed that Mr. Parkison was referencing years three and four of the Astoria Warming Center's operation.

Mr. Parkison explained that in year four, the warming center's occupancy averaged 25 people a night. The center would be at capacity most nights, but very few people showed up when the weather was not as bad as predicted. State fire codes require the warming center to have staffing for the current year's occupancy. He believed the staff managed 30 people just as well as they managed 10 people. A warming center would only need to accommodate 30 or more people on nights with really bad weather. Allowing 25 people would not be necessary on warm weather nights but would cut off people who needed services on bad weather nights.

Kris Haefker, 687 12th Street, Astoria, said the discussion about conditional uses and temporary uses was confusing. He wanted clarity on repurposing buildings in R-3 zones. Some of the churches are nonconforming primarily because of parking. If the City takes parking out of the equation for one business model, would parking be taken away from other business models as well to be fair? Housing is the main issue here and parking is hindering expanding housing. He recommended the Commission consider changing lot size requirements as well. He confirmed he was concerned about a precedent being set. He wanted to know how shelters were defined, if there were different types of shelters that offer different services, and if all shelter types would be recommended for the R-3 zone. Astoria is not very big, so he had a difficult time accepting that services would be too far from shelters. The Ebba Wicks church is in an R-1 zone on Glasgow, which could be a great facility for a warming center because it is on five lots, they have parking, and the building needs fixing up. This year, he noticed that all transient housing was weather related. This year was a mild winter compared to the year before. That shows in tourism and [inaudible 1:38:43]. He did not have the data but suggested the Commission think about it.

President Fitzpatrick said the proposed code language included a definition, but it was vague.

Mr. Haefker asked if a warming shelter was defined the same as low barrier, a men's shelter, a women's shelter, a family shelter, or children's homeless group. There are many different nonprofit models for catering to the homeless.

President Fitzpatrick said he was familiar with warming centers that provided a warm place, coffee, and broth. They were capped at ten people, moved from place to place throughout the season, and open only as necessary. He added that Commissioner Mitchell had made it clear she was disturbed by his suggestion of broth, which was in the Red Cross code that was shown to the neighborhood. Before the Astoria Warming Center's first season, the Commission was told there would be coffee and broth, but no meals would be served, and that it would just be a place for people to get out of the weather.

Commissioner Moore believed the Commission had talked about eliminating the parking requirement at the last meeting and said he may have missed that edit in the draft code language.

President Fitzpatrick stated that when he drives around town, he is amazed to see people who have walked three miles from where he had seen them earlier. Therefore, he did not believe that transport was a big issue for most because Astoria is a small town.

Commissioner Moore said he agreed with an annual review with public comments and a general report by each shelter on the number of people served each season. He would edit the proposed code language to eliminate all of the duplicate texts from the technical advisory, which could be referenced or included. He liked the idea of a buffer that would eliminate one warming center operating across the street from another.

The Commission and Staff discussed how much of a buffer would be appropriate in Astoria, considering the size of city blocks in a variety of neighborhoods.

Commissioner Moore said if warming centers were allowed in R-3 zones, he would prefer a limit. He suggested warming centers be allowed outright in the zones that were originally listed because they were considered the most appropriate locations for a warming center. Conditional use permits should be required in C-3 and R-3. President Fitzpatrick and Commissioners Henri and Herman liked that idea.

Commissioner Cameron-Latteck confirmed warming centers would be allowed outright in C-4 zones.

Commissioner Moore stated he would update the proposed code language with the zoning requirements as discussed.

President Fitzpatrick stated he would like warming centers allowed as a conditional use in other residential zones, at least R-2 zones. He believed a maximum capacity of 25 was high, but he had seen it work. He asked what the difference in density was between the residential zones. Planner Ferber said zoning allowed 26 units per net acre in R-3, 16 units in R-2, and 8 units in R-1 zones.

President Fitzpatrick believed a maximum capacity of 15 was appropriate in R-2 zones. Commissioners Henri and Cameron-Latteck agreed. Commissioner Moore stated he would include that in the edits.

Commissioner Henri said she believed the definitions of homeless and temporary warming shelter were sufficient with the purpose, description, and operations. The language is specific and does not discuss gender or family arrangements.

REPORTS OF OFFICERS/COMMISSIONERS:

There were no reports.

NEW BUSINESS:

Planner Ferber thanked the Senior Center for hosting the Planning Commission.

President Fitzpatrick said there were a lot of layers to the housing crisis. During the winter, housing is needed for those who might not otherwise survive. During the summer, housing is needed for those who have seasonal jobs in Astoria. As a housing provider, he constantly receives calls between April and June from people who need something just for a few months. He questioned whether a warming center could work with businesses who employ seasonal workers to have shared facilities. Certain seasonal workers would fit well into a dormitory style facility.

Planner Ferber confirmed the Commission wanted another work session on the emergency shelter code language.

STAFF UPDATES:

Planner Ferber said the next regular meeting would include a conditional use permit and a work session. Additionally, the City Council recently conducted its annual review of the accessory dwelling unit (ADU) ordinance and has directed the Planning Commission to update it.

PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:29 pm.

APPROVED:



City Planner

Parks Advisory Board Meeting Minutes April 25, 2018

Chairperson Norma Hernandez called meeting to Order at 6:50am.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Jim Holen, Eric Halverson, Howard Rub, and Michele Tompkins.

Staff- Angela Cosby, Terra Patterson, Susan, and Laura.

Public comments

1. There were none.

Approval of Minutes

- A. February minutes were unanimously approved with the following corrections:
 - Page 2, Paragraph 6 - Andrew Fick clarified he wrote one email to City Council about funding for Parks, and then a second email about his concerns about selling parks.
 - Page 2, Paragraph 2 – Jessica Schleif clarified she did not state that that Staff should make sure potential purchasers were aware of how much the City paid for the property but rather that the City Council and Staff should be made aware and are cognizant of the original purchase price of the property.

President Hernandez

- A. What do you hear- Jessica Schleif heard the new garbage and recycling cans had arrived. She also noted that Tapiola Park looked great. Jim Holen heard the film company was filming in Shively Park. Michele Tompkins thanked Jonah Dart-McLean and Tyler Johnson for assisting with the United Way Projects. Andrew Fick said he continued to hear questions and concerns about selling parks and interest from high school students about Run on the River.

Employee and Volunteer Recognition

- A. Terra Patterson recognized Susan, Laura, and Mindy as the April Employees of the Month. She noted how well they responded to an emergency situation and gave details about each of their contributions to the department.
- B. Jonah Dart-McLean recognized Tongue Point Job Corps as April Volunteer of the month. Katrina Gasser briefly shared her experience working with Mr. Dart-McLean and the students.

Old Business

- A. Jim Holen gave an update on the Parks Foundation. Volunteers are still being recruited for Run on the River and they are still collecting gift cards. Wal-Mart's decision on their community grant application should be made within 30 days.
- B. Director Cosby updated the Board on Staff's efforts to implement the Parks and Recreation Master Plan. Ian Sisson has been hired part time to put the finishing details on the parks and facilities plans, which would be presented to the Board in May.

New Business

- A. Director Cosby updated the Board on the Astoria Column lighting request procedures. City Council approved the Friends of the Column request to develop new procedures. The Friends intended to develop procedures that were fair, economical, and meaningful to the community, while keeping in mind that the Column is a piece of art and a historic structure. New requests would be approved by City Council instead of the Board.
- B. Director Cosby gave an update on the potential sale of City owned park land being discussed at the May 7, 2018 City Council meeting. The Alderbrook Neighbors will oppose the sale of Birch Field and offer to adopt the park. The Lower Columbia Preservation Society will propose adopting the Customs House and the surrounding park site. The Board shared stories about community groups and volunteers stepping up to help preserve park sites.
- C. Regina Wilkey, Chamber of Commerce and Jane Ridley, Oregon Film Heritage Office, gave a presentation on their signage project, which is intended to promote tourism while directing film fans to public access areas rather than private properties featured in films. They are working with Staff to identify appropriate sites in Astoria. Staff answered general questions about the use of Promote Astoria Funds and sign maintenance.
After some discussion in support of the project, the Board unanimously recommended that City Council support the Oregon Film Heritage Signage Project.

Staff Reports and Upcoming Events

The following reports were presented to the Board as part of the agenda packet:

- A. Maintenance
- B. Aquatic Center
- C. Recreation
- D. Lil Sprouts/Port of Play

Future Meetings

- May 23, 2018 at 6:45 am in City Hall, Council Chambers
- June 27, 2018 at 6:45 am in City Hall, Council Chambers

Next meeting will be held Wednesday, May 23, 2018 at 6:45 am at City Hall in City Council Chambers.

Astoria Library Board Meeting

Astoria Public Library

April 24, 2018

5:30 pm.

Present: Library Board members Kate Deeks, David Oser, Susan Stein via cell. Director Pearson, Ruth Metz, Library Consultant.

Excused: Kimberley Chaput, Chris Womack.

Call to Order: Chair Kate Deeks called the meeting to order at 5:30 pm.

Approval of Agenda: The agenda was approved as presented.

Approval of Minutes: The minutes of March 20, 2018 were approved.

Board Reports: Members of the Board discussed its involvement with the upcoming presentation by architects Hennebery Eddy to City Council regarding the renovation. They also fully support the Library Director and staff in their efforts to provide a library prepared to serve for the next 50 years!

Library Director's Report:

Director Pearson gave a brief update on the ongoing work with Hennebery Eddy regarding the renovation.

Update on ALFA Activities: Nothing to report.

Update on Foundation:

David Oser presented a brief update of Foundation activities.

New Business: No new business.

Old Business: No old business.

Public Comments: No public comments.

Items for Next Meeting's Agenda: .

Adjournment: There being no further business, the meeting was adjourned at 5:48 pm.

Respectfully submitted,

Jimmy Pearson, Library Director

CITY OF ASTORIA
City Council Chambers
April 24, 2018

BUDGET COMMITTEE JOURNAL OF PROCEEDINGS

The first meeting of the City of Astoria 2018-19 Budget Committee was held at the above place at the hour of 6:16 p.m.

Committee Members Present: Mayor LaMear, City Councilors Nemlowill, Price, Jones, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis.

Committee Members Excused: None.

Staff Present: City Manager Estes, Finance Director Brooks, Parks Director Cosby, Library Director Pearson, Police Chief Spalding, Public Works Director Harrington, and Fire Chief Ames.

The meeting was called to order by Mayor LaMear.

Election of Officers

Mayor LaMear called for nominations for Chairperson.

Motion made by Councilor Price, seconded by Richard Hurley, to nominate Loren Mathews as the 2018-19 Budget Committee Chairperson. (Motion carried by unanimous vote.)

Mayor LaMear passed the gavel to newly elected Chair Mathews.

Chair Mathews called for nominations for Secretary. Motion made by Councilor Jones seconded by Councilor Brownson, to nominate Richard Hurley as Secretary of the 2018-19 Budget Committee. (Motion carried by unanimous vote.)

Budget Committee Review Schedule

Review of City of Astoria Departments/Funds for FYE June 30, 2019

Chair Mathews confirmed the Budget Committee Schedule for the 2018 City of Astoria Budget Committee meetings, noting that meetings would cease as soon as the budget was approved.

BUDGET MESSAGE

City Manager Opening Comments and Budget Message

City Manager Estes presented the Budget Message included in the proposed budget document and a brief overview of the proposed 2018-19 City of Astoria Budget. He noted the range of services the City of Astoria, the only full-service city in Clatsop County, provides to its citizens and that the valuation of all services were budgeted with a mindset towards long-term sustainability. He provided details about upcoming staffing levels and about the increases in staffing and personnel service expenses. The City would have limited resources for capital improvement projects during the next fiscal year. The difference between next year's resources and this year's resources were due to increases in property taxes, the addition of marijuana taxes, and increases in transient room taxes. Additionally, the loan for the closure of the landfill was retired early, which made an additional \$81,000 available for other General Fund expenditures in the next fiscal year. He briefly reviewed the priorities, limits, resources, and expenses for the Capital Improvement Funds, Public Works Funds, and Parks Operation Fund, noting the details of each fund were outlined on Pages 4 and 5 of the Budget Message. The proposed budget for the next fiscal year had been adjusted to provide sustainability, necessary cash reserves, balance, and to prioritize and provide realistic service levels for the citizens while incorporating the goals of the City Council. He thanked Finance Director Brooks, the Finance Staff and Department Heads for making this budget process the smoothest yet.

Mayor LaMear asked for clarification about the Ending Fund Balance and Building Inspection Fund. City Manager Estes explained the Ending Fund Balance contained enough funds to cover General Fund expenses for the months of July, August, and September so that the City's funds are not constrained until the property taxes come in. He confirmed that the funds for a building inspector and administrative assistant were not new; those positions were staffed.

PUBLIC HEARING ON CITY OF ASTORIA BUDGET AS PROPOSED AND STATE REVENUE SHARING

Chair Mathews opened the public hearing on the proposed City of Astoria 2018-2019 Budgets at 6:27 pm and called for public comment. Hearing none, he closed the public hearing at 6:27 pm.

INDIVIDUAL BUDGET CONSIDERATION FOR TENTATIVE APPROVAL

Promote Astoria Fund:

City Manager Estes provided a brief overview and described the purpose for the fund, highlighting specific incomes and expenses that were expected to be different from last year. Director Ferber made available handouts on the methodology used to determine an appropriate amount for the Chamber of Commerce Visitor Services. The methodology was proposed to last year's Budget Committee, but was not implemented. The Budget Committee had indicated they wanted to reconsider a formula-based increase associated with the prior year's audited collections to the fund. She reviewed the handouts in detail and explained how the amounts to the Chamber and the Lower Columbia Tourism Council (LCTC) were determined. The Chamber had proposed the methodology last year, which is used elsewhere, because the funds they were getting from the City were being negatively impacted by inflation. Staff explained how the methodology would be implemented if it were adopted, noting the Budget Committee would review it each year.

Councilor Price said in the past, she had recommended cuts of up to \$75,000 in the marketing budget because the Chamber is doing so well. She could not justify an additional \$30,000 to the Chamber at this time. The \$5,000 increase to the Astoria Downtown Historic District Association (ADHDA) seemed more appropriate because they try to market with an extremely small number of events that the Chamber does not spend a lot of time on. Methodologies are not applied to other organizations, funds, or line items because of increases in the cost of living. The Chamber has had incredible success with the budget that they have. She confirmed she was against the methodology and supported keeping same amount as last year. Discussion regarding her comments was as follows:

- The recent increase to transient room taxes would result in a gain. However, two percent of that increase is dedicated to the Parks Tourism Facilities. The financial statements would show the total increase, but Staff would separate the amounts going to the Promote Astoria Fund from the amounts going to the Parks Tourism Facilities in the Chart of Accounts.
- Since the methodology was proposed to hedge against inflation, the City should consider inflation numbers, which could be very difficult. If the methodology is adopted, there would be a one-year lag because it is based on the previous year's numbers.
- Several Committee members believed the Chamber should be rewarded for good performance and supported the methodology. With the proposed methodology, if tourism declined, so would the amount going to the Chamber. Additionally, it would be reviewed every year by the Budget Committee. The revenues should be shared with those who make tourism successful and enrich the community with local events.

Committee Action: Motion made by Councilor Nemlowill, seconded by Councilor Jones to tentatively approve the Promote Astoria Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Director Brooks reviewed the details of two methodologies proposed by the Arts and Cultural Grant Subcommittee, which were included in the handouts. The Subcommittee has asked that the Budget Committee consider these methodologies for FY2019-2020 so that Staff would have the information they needed prior to taking grant applications. For the last five years, a flat amount of \$50,000 has been allocated for arts and cultural grants each year. This was different from the grant fund in the General Fund, which used a percentage to determine the amount in the fund. The percent is static, not recalculated each year. The proposed methodologies assumed a recalculation each year, but the Committee could determine a specific percent would be applied each

year based on a three-year average. If the percentage is set now, Staff would use the amount next year when advertising the grant, which would precede the Budget Committee meetings. The Subcommittee would review all of the applications and make recommendations, but the Budget Committee could still make cuts.

Committee Action: Motion made by Andrew Davis seconded by Andrea Mazzarella to tentatively approve 3.2 percent for the Arts and Cultural Community Fund for FY2019-2020. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Staff explained why the Chip-In program would not be funded. The increase in transient room taxes was to fund increases in positions in Parks Administration, but the Department still cannot accommodate the oversight of volunteers cleaning up parks. The City Attorney has determined since last year's budget meetings that if a program is for tourism related functions, Promote Astoria Revenues can go towards staffing. However, Staff did not recommend that the City use Promote Astoria Funds for the Chip-in program. The more recent park clean up events were arranged when an organization calls and asks for volunteer opportunities. Staff also explained that the Beginning Fund Balance allows the City to pay for any emergency repairs that required immediate attention.

Director Brooks confirmed the Community Organization Applications, Arts and Cultural Applications, Community Partner Reports were available at the back of the room.

City Manager Estes noted that many people have expressed interest in the Chip-in program and Staff had extensive discussions about what could be done.

Mayor LaMear shared why she believed the Chip-in program was important to the community's development.

Staff answered questions about the ADHDA's parking enforcement officer, noting that revenues from any tickets would go into the General Fund, not the Promote Astoria Fund.

General Fund

City Council

City Manager Estes described the purpose for the City Council Fund and provided a brief overview of the budget.

Committee Action: Motion made by Councilor Jones, seconded by Councilor Price to tentatively approve the City Council Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

City Manager

Staff gave a brief overview of the fund and the Staff positions in the department, and answered questions about changes in Personnel and PERS expenses. There was a scrivener's error on Page 12. The amount for Conferences and Travel needed to be switched with the amount for Membership and Dues. Staff answered questions about the Employee Assistance Program and Worker's Compensation.

Committee Action: Motion made by Mayor LaMear, seconded by Councilor Brownson to tentatively approve the City Manager Administrative Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Municipal Court

City Manager Estes briefly described the purpose of the Municipal Court Budget. Staff answered questions about Professional Services, Miscellaneous Expenses, staffing and salaries, and the Indigent Defense Contract.

Committee Action: Motion made by Councilor Price seconded by Councilor Nemlowill to tentatively approve the Municipal Court Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Finance

City Manager Estes briefly described the purpose of the Finance budget.

Committee Action: Motion made by Councilor Brownson seconded by Richard Hurley to tentatively approve the Finance Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

City Attorney

City Manager Estes briefly described the purpose of the City Attorney budget. Director Brooks confirmed the Miscellaneous Fund amount was based on current expenses.

Committee Action: Motion made by Councilor Jones seconded by Councilor Brownson to tentatively approve the City Attorney Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Community Development

City Manager Estes provided details about the Community Development budget and noted that the separate budget for building codes was required by State statutes. He answered questions about staffing levels and expenses, planned projects, and code enforcement.

Councilor Price said she believed more code enforcement was necessary. Staff explained how funds were allocated according to City Council's priorities and noted that in order to increase Code enforcement, more than \$20,000 a year would be necessary to hire a part-time enforcement officer.

Committee Action: Motion made by Councilor Price seconded by Councilor Nemlowill to tentatively approve the Community Development Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Chair Mathews called for a recess at 7:29 pm. The meeting reconvened at 7:39 pm.

City Hall

City Manager Estes gave a brief overview of the City Hall budget.

Committee Action: Motion made by Councilor Price seconded by Andrea Mazzarella to tentatively approve the City Hall Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Non Departmental Not Allocated

City Manager Estes described the purpose of the Non Departmental Not Allocated Budget and provided an overview of transfers, appropriations, and distributions.

Councilor Price said the subcommittee has requested that the Budget Committee consider how Community Service Grant funding should be prioritized. The subcommittee had debated about whether it was more beneficial to the community to give out several small grants or fewer larger grants.

Committee members discussed the pros and cons of setting priorities and shared ideas for creating guidelines that would allow the City to define a particular need to fund through the grants. Changing the City's policy could have huge impacts, which could be positive or negative.

Staff noted that this budget included a \$100,000 transfer from the General Fund to the Capital Improvement Fund, which would be limited to this year and is intended to help pay off debt service of the Safeway property. Paying off the loan in the 2018-2019 fiscal year would save the City about \$10,000. Staff briefly answered questions about how to reallocate funds.

Committee Action: Motion made by Councilor Jones seconded by Councilor Brownson to tentatively approve the Non Departmental Not Allocated Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Fire

City Manager Estes briefly described the purpose of the Fire budget. Staff confirmed there were no requests for additional staffing or equipment, but noted that one of the trucks would need to be replaced in the near future. The Department is still trying to sell the old ladder truck. Chief Ames provided details about the intern program.

Committee Action: Motion made by Mayor LaMear seconded by Councilor Price to tentatively approve the Fire. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Police

City Manager Estes briefly described the purpose of the Police budget and noted proposed staffing changes. Staff answered questions about staffing and priorities and explained that once the Department had fully trained staff, they would start to focus on things like the county-wide drug enforcement program and the school resource officer. Staff also answered questions about the Community Emergency Response Team (CERT) Program, homelessness, and data tracking.

Councilor Brownson noted that since more officers are needed during tourist season, the City might be able to make a case for using Promote Astoria Funds to hire a part-time community service officer for downtown. City Manager Estes stated the City Attorney had previously indicated this would not be possible.

Committee Action: Motion made by Councilor Price seconded by Councilor Nemlowill to tentatively approve the Police Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Library

City Manager Estes briefly described the purpose of the Library budget and noted the intent was to continue the recent changes made to staffing levels and hours of operation. Staff answered questions about staffing and provided details about the renovation project.

Committee Action: Motion made by Councilor Brownson seconded by Councilor Jones to tentatively approve the Library Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Capital Improvement Fund

City Manager Estes described the purpose of the Capital Improvement Fund budget and answered questions about setting aside reserves for future projects, timber sale projections, funding sources for past projects, and planning for future projects.

The Committee and Staff discussed current and anticipated limits on capital improvement resources. Staff explained why the fund was funded with certain resources and gave details about the current constraints on the budget. Staff also answered questions about the lots in Mill Pond donated to the City by Art Demuro and confirmed that a City Council work session would be scheduled within the next few months to discuss whether the City should sell the lots.

Committee Action: Motion made by Councilor Brownson seconded by Andrew Davis to tentatively approve the Capital Improvement Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Parks Operation Fund

City Manager Estes briefly described the purpose of the Parks Operation Fund budget. Staff answered questions about revenue increases, cuts to programs and services, data tracking, parks maintenance, staffing, how funds were allocated, priorities and levels of service. This year, Staff does not expect an end-of-year transfer from the General Fund, which has been typical in past years.

Committee Action: Motion made by Andrew Davis seconded by Andrea Mazzarella to tentatively approve the Parks Operation Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Chair Mathews adjourned the meeting at 9:10 pm.

ATTEST:

Richard Hunley

Secretary

CITY OF ASTORIA
City Council Chambers
April 25, 2018

BUDGET COMMITTEE JOURNAL OF PROCEEDINGS

The second meeting of the City of Astoria 2018-19 Budget Committee was held at the above place at the hour of 6:00 p.m.

Committee Members Present: Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer (via telephone), Andrea Mazzarella, Andrew Davis.

Committee Members Excused: None.

Staff Present: City Manager Estes, Finance & Administrative Director Brooks, Public Works Director Harrington, Public Works Superintendent Hatcher

The meeting was called to order by Chair Mathews.

Review of City of Astoria Departments/Funds for FYE June 30, 2019

INDIVIDUAL BUDGET CONSIDERATION FOR TENTATIVE APPROVAL

Public Works Improvement Fund

City Manager Estes described the purpose of the fund and Public Works Staff answered questions about upcoming projects that impacted the budget. Director Brooks explained revenues and expenses allocated to this fund.

Committee Action: Motion made by Councilor Brownson, seconded by Mayor LaMear to tentatively approve the Public Works Improvement Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

Public Works Capital Reserve Fund

City Manager Estes described the purpose for the fund and answered general questions about the use of Capital Improvement Funds.

Committee Action: Motion made by Councilor Brownson, seconded by Councilor Jones to tentatively approve the Public Works Capital Reserve Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

Combined Sewer Overflow (CSO) Debt Service Fund

City Manager Estes briefly described the fund's purpose. Staff answered questions about the CSO project and costs.

Committee Action: Motion made by Mayor LaMear, seconded by Richard Hurley to tentatively approve the Combined Sewer Overflow (CSO) Debt Service Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

Public Works Fund

City Manager Estes briefly described the purpose of the fund and listed the divisions within the fund. Staff answered general questions about the budget, maintenance of facilities, and aging equipment. They also provided details about the utility rate increase, water usage by the City's largest customers, and water conservation.

Committee Action: Motion made by Councilor Nemlowill seconded by Councilor Price to tentatively approve the Public Works Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

Consent Calendar

Staff answered questions about funds in the Consent Calendar as follows:

- The Maritime Memorial Fund's Improvements Other than Buildings in the amount of \$111,000 is for the expansion of the memorial. Staff noted that a lease agreement has been negotiated with the Port, so design work would begin during the fiscal year.
- The 17th Street Dock Fund's Improvements Other than Buildings is for paving the gravel Coast Guard parking lot, which will require utility lines to be relocated. The funds were allocated for the project last year, but Staff was not able to start on it.
- The 17th Street Dock Fund's large Beginning Fund Balance reflected that this was an Enterprise Fund, which is on an accrual basis so the historic information matches the financial statements.
- The 17th Street Dock loan exceeds the expiration date of the lease with the Coast Guard, but the two schedules will synchronize within nine years by making extra payments each year.

Committee Action: Motion made by Councilor Brownson seconded by Councilor Price to approve the Consent Calendar. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

Final Review and Motion to Approve the City of Astoria Budget as a Whole

Committee Action: Motion made by Councilor Brownson seconded by Councilor Jones to approve City of Astoria Budget for Fiscal Year 2018-2019. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

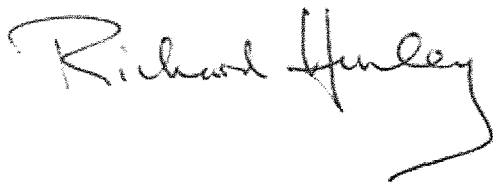
Motion to Set Tax Rate for General Fund at \$8.1738 per \$1,000 of Valuation

Committee Action: Motion made by Councilor Price seconded by Richard Hurley to approve the Consent Calendar. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

Committee Action: Motion made by Councilor Nemlowill seconded by Andrea Mazzarella to adjourn the meeting. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

The meeting was adjourned at 6:49 pm to reconvene the Urban Renewal Budget Meeting.

ATTEST:



Secretary



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

May 25, 2018

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: FINANCE AND ADMINISTRATIVE SERVICES STATUS REPORT

The following summaries related to Finance and Administrative Services projects and activities for the period January through April, 2018.

OPENGOV

- Public launch in March with multiple views established.
- Continue updates of monthly information as reconciliation process completes.

ARTS & CULTURAL AND COMMUNITY GRANTS

- Grant information and notifications available on January 2, 2018.
- Grant applications closed February 28, 2018 with website information updated on March 5, 2018. Information summarized and subcommittee book prepared for meetings on March 13, 2018.
- Minutes compiled and recommendations incorporated into FY 18-19 budgets with appropriate website updates.
- Finance website information updated March 29, 2018 to provide information for applicants about remaining budget process through adoption and anticipated distribution of grant funds.

AUDIT AND FINANCIAL STATEMENT PREPARATION

- Merina & Company presented the City of Astoria and Urban Renewal District Financial Statements to Council on February 5, 2018.
- Updated final financial statements information in accounting system.
- Scheduled interim and Final audit dates with Merina & Company for FY 2017-18 statements.

FINANCE DEPARTMENT

- Transition of the Oller Trust invoicing for Aquatic Center to Parks staff was completed in the first quarter of 2018.
- Copier maintenance for the Fire Department was transitioned to Solutions Yes in March.
- Finance staff continues to work with Engineering staff on the Waterfront Bridge project for development of costs, loan repayment timelines and other necessary interactions regarding the project. Fund was established in February to account for resources and requirements of project. First loan draw initiated in May.

- ²⁸Established Community Development Block Grant Fund in preparation for appropriate tracking of resources and requirements. A budget for these funds was included in the FY 18-19 proposed budget.
- Prepared analysis and budget resolutions to pay off Landfill Closure loan early, presented supplemental budget for transfer and paid off loan in April.
- There have been a total of three early retirements of debt in the current fiscal year:
 - 7th Street Dock Loan Fund # 267, paid seven years in advance – interest rate 5.01%
 - Public Works Improvement Fund # 176 Aerator Loan, paid a year in advance – interest rate 5.40%
 - Public Works Improvement Fund # 176 Landfill Closure Loan, paid 20 months early - 3.25 % interest rate
- First notice for year-end processes and deadlines was distributed May 4, 2018 to all department heads.
- Preparing payroll and processes for new Transit Tax which is an employee only deduction and begins July 1, 2018.
- In anticipation of a FMLA leave during May and June Finance Operations Supervisor and Director began cross training for departmental processes. While the month end processing for April has been slower than normal it has allowed for additional documentation and depth for processing within the department.

INSURANCE (BENEFITS, WORKER COMPENSATION, PROPERTY AND GENERAL LIABILITY)

- Director Brooks attended the Annual CIS Conference in Salem to receive information regarding not-to-exceed increases for Health, Dental, Vision, Life, Disability as well as General and Professional Liability, Auto and Property insurance.
- Work began in February in preparation for insurance rate quotes based on updated information submitted to agents April 16, 2018.
- Final rate increases for CIS health plans for January through December, 2019 were provided the first week of May and some were slightly less than the not-to-exceed rates presented by CIS at the March conference.
- Updates to schedules for property, auto and mobile equipment and payroll estimates for workers compensation were submitted to insurance agent for FY 18-19 quotes as of April 16, 2018. Follow up questions were answered by May 24, 2018. Quotes are anticipated in a meeting the first week in June.

BUDGET STATUS

- Budget preparations began in December 2017 with the training held April 18 and budget hearings held April 24 and 25, 2018.
- There are three new budget members this year.
- Financial Analyst Snyder, Director Cosby and Director Brooks prepared supplemental budget for Council consideration and adoption in March for Parks Operations.
- Finance staff is appreciative of the information and details provided by Department Heads in preparing the FY 18-19 Proposed Budget.
- Approved FY18-19 budget documents produced with copies provided to Council and made available on Finance Website as of May 1, 2018. The budget hearing and resolution for adoption will be held June 4, 2018.
- Review of FY 17-18 fund status continues through year end with attention to any possible budget adjustments being brought to Council prior to year end.

REPORTING AND FORMS

- ²⁹The City continues to receive reimbursement for modified work arrangements through the Employee at Injury Program (EAIP).
- The City is currently able to exclude wages for worker compensation insurance coverage for two Preferred Worker Program eligible staff.
- Executive Assistant Benoit and Director Brooks have collaborated to initiate an election tab in the Finance Department to assist the public with finding appropriate election information and forms. Training for the November, 2018 election cycle was scheduled for May 29, 2018 at Clatsop County and the election page was made live May 30, 2018 which is the first day candidates may file.

TAX NEWS

- The first distribution of net marijuana collections was made in late July. At this time the State is still refining reporting system and has required the City representative to sign a secrecy and confidentiality agreement. This agreement prohibits disclosure of information to protect the reporting agencies privacy. New legislation will modify the nature of disclosable information effective July 1, 2018.
- The Oregon Department of Revenue (DOR) plans to provide tax delinquency information to all cities with intergovernmental agreements with the state agency to collect local taxes beginning with the next tax distribution. The state has provided delinquency information upon request, but now will make the reporting automatic. The League worked with the DOR on this issue, as local tax collection agreements provide that the state will report a cumulative amount of delinquent local taxes for each marijuana retailer in the city's/county's jurisdiction.
- In addition to the city imposed tax, the city share of the state marijuana tax is formula driven and net of State administrative costs. The Oregon Liquor Control Commission (OLCC) requires quarterly electronic certifications from cities in order to receive state marijuana tax distributions. The certification is completed via online response to a survey each quarter. The City will certify it does not prohibit the establishment of premises for which a marijuana license is required (recreational or medical). This is the policy decision from Measure 91 and implemented by the legislature for cities and counties that have banned marijuana to not receive a share of state taxes (except for taxes collected during start up, through June 30, 2017). The March 9 certification was completed February 22, 2018 and the June 9 certification was completed May 21, 2018.
- Failure to certify during any quarter will result in the loss of shared revenue distribution for that quarter. The City has been in compliance with the certification process since implementation.
- Transient room tax increased from 9% to 11%, effective January 1, 2018. Ordinance was presented in February to Council to address the appropriate distribution of the additional collections.


CONFERENCES, SEMINARS AND MEETINGS

- Director Brooks attended Oregon Budget Law training January 30, 2018.
- Director Brooks attended the Annual CIS Conference in Salem to receive information regarding not-to-exceed increases for Health, Dental, Vision, Life, Disability as well as General and Professional Liability, Auto and Property insurance.
- Director Brooks attended the Oregon Governmental Finance Officer Association (OGFOA) Certification Committee meeting in Salem on February 16, 2018.
- Astoria hosted Deer Oaks Employee Assistance Program (EAP) Representative on February 27, 2018. Deer Oaks is the new provider. HR representative from the County, Warrenton, Seaside and Cannon Beach were also invited to attend the presentations.

- ³⁰The City has entered into a separate contract with CIS and Deer Oaks to provide part-time employees and volunteer firefighters with EAP services.
- Xenium representative Margaret Hagan presented two workshops on hiring tips.
- Director Brooks, City Manager Estes, Public Works Director Harrington and Chief Spalding met with CIS Senior Risk Management Consultant John Zakariassen to review the annual Best Practices in February. The survey concluded with the City attaining a 93% which is improved from 82% in prior year and two items to work on in the coming year to enhance the City risk position.
- Director Brooks and Jason Pollock attended Agility Training offered in Astoria In January.
- Director Brooks, City Manager and City Attorney have held several meetings and had discussions to resolve telecommunications and pending franchise agreement with Charter.
- Director Brooks, Director Harrington, City Manager Estes and Jason Pollock have been conducting weekly meetings related to the Continuity of Operations Plan (COOP).
- Jason has been working with County Emergency department to establish access to Oregon COOP product for City of Astoria evaluation.
- Operations Supervisor Dohaniuk attended OR Transit Tax Webinar on May 10, 2018 in preparation for July 1, 2018 effective date. Director Brooks viewed recorded version of webinar the end of May.

HUMAN RESOURCES


- Between January 1 and April 30 the City has hired 35 employees with 14 employee terminations with multiple recruitments across several departments.
- HR Assistant and Xenium have been updating Public Works job descriptions as positions have opened due to retirements in key positions.
- HR continues to provide assistance with postings, review of offer letters, review of work plans and other evaluation documentation and provides orientation information.

By: 
 Susan Brooks, Director of Finance
 and Administrative Services



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

MEMORANDUM • ASTORIA LIBRARY

DATE: MAY 30, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: LIBRARY DEPARTMENT STATUS REPORT

The following are summaries of the Library Department projects and activities.

PROGRAM AND SERVICES OVERVIEW

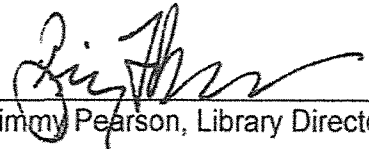
We continue to provide unique programs for all ages. On February 14, 2018 we hosted an impromptu celebration marking the 159th anniversary of Oregon statehood. Local author Marianne Monson kicked off Women's History month leading a discussion of her book *Frontier Grit*. Archivist Rachael Woody completed her on-site assessment of our archives May 14-18, 2018. Rachael was hired utilizing funds provided from the Oregon Heritage Commission grant. She will return and train volunteers in preservation techniques on June 28, 2018.

Our semi-famous Youth Services Coordinator, Suzanne, celebrated the marriage of Prince Harry and Meghan Markle hosting a Royal Wedding Tea Party on the day of the event. Over 40 attendees enjoyed tea and crafts. Suzanne received a complimentary e-mail following the event thanking her and informing her the 'moms' in attendance had the most fun. Also during May local artist Richard Rowland presented a program detailing the famous Dragon Kiln. He mesmerized the audience with tales of his inspiration and narrated photo journey. Staff look forward to a robust summer of programs.

RENOVATION

As previously noted the firm Hennebery Eddy has been retained to develop options for our current library. Members of both staffs are in the process of meeting in person and via teleconference. I look forward to our presentation to Council during the July 2018 work session.

Respectfully submitted:

By: 
Jimmy Pearson, Library Director

WHAT IS YOUR LIBRARY WORTH TO YOU?

How much would you pay out-of-pocket for your library services?

Total Value of Your Library July 2017-April 2018

July	August	Sept.	Oct	Nov	Dec	Jan.	Feb.	March	April	Library use totals	Library Services	Value of Service	Total per Service
4269	4589	4073	3975	4500	3513	4841	3854	4443	4348	42,405	Books Borrowed	\$15.00	\$636,075
100	100	100	100	100	100	100	100	100	100	1,000	Newspapers Read (Daily A, Oregonian)	\$3.00	3,000
72	69	73	68	108	95	155	87	89	66	882	Magazines Borrowed	5.00	4,410
940	965	915	1123	1066	1210	1211	1068	1227	1039	10,764	Movies Borrowed	4.00	43,056
218	185	308	322	268	297	272	327	273	336	2,806	Audio Books Borrowed	25.00	70,150
559	540	460	594	564	561	614	615	677	670	5,854	Library2Go Downloads	15.00	87,810
0	2	0	2	3	0	0	0	3.5	2	13	Meeting Room Use per Hour	35.00	438
374	233	233	267	299	271	337	253	353	361	2,981	Participants in Children's Programs	10.00	29,810
39	43	46	255	36	62	56	69	54	52	712	Participants in Adult/Young Adult and teen Programs	10.00	7,120
736	934	972	937	3024	900	2496	786	1063	876	12,724	Hours of Computer Use (Public computers)	12.00	152,688
2880	3276	3048	3744	922	3000	1020	2784	3888	3,600	28,162	WIFI devices used	12.00	337,944
3522	3720	3536	3611	3772	2626	3280	2702	2694	2799	32,262	Library Website	10.00	322,620
48	34	4	3	71	2	14	25	48	4	253	Use of Database Searching like Gale, Freegal, Mango	20.00	5,060
500	500	500	500	500	500	500	500	500	500	5,000	Reference Questions Asked	13.00	65,000
100	100	100	100	100	100	100	100	100	100	1,000	Newspaper Archives (microfilm reader/Astoria newspapers)	10.00	10,000
												\$199	\$1,775,181

Maine Values and Explanation for Library Use Value Calculator


Updated figures, - 2017



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: MAY 30, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PUBLIC WORKS PROJECT ACTIVITY STATUS REPORT

The following are brief summaries of the status of Public Works major projects and/or activities:

TRANSPORTATION PROJECTS

OR202: High School – Hanover Sidewalks (Astoria)

- The project consists of new sidewalk starting at the Astoria High School, where a previous sidewalk project left off, to Hanover Street.
- ODOT and the City are currently negotiating scope and fee with the selected engineering consultant.
- Construction is now expected to take place in summer 2019 or later.

Waterfront Bridges Replacement Project

- Project includes street end bridge structures at 6th through 11th Streets.
- The project team has secured all necessary permits for the project allowing the project to move ahead to the bidding and construction stage.
- Bid advertisement for construction is administered through ODOT and begins on June 7th with bids from contractors due on July 12th.
- Start of construction is scheduled for October 2018. Construction will span two winter seasons starting with the odd numbered streets (7th, 9th & 11th) during the first year and the even number streets (6th, 8th & 10th) during the second year.

Trolley Trestle Repair Project 2017

- Bergerson Construction Inc. is currently working on one final added repair item.
- The City will begin the design portion of the 2018 Repair Project upon completion of the final repair.

Bond Street Retaining Wall Project

- Construction is anticipated to start in late summer/early fall of 2018 if groundwater levels and inclinometer reading are favorable.

- Staff is working with the consultant team to finalize the design and prepare the project for bidding.

Irving Avenue: 19th Street Bridge Replacement

- Completion of final punch list items are underway. Staff is having some difficulty getting the contractor to make some repairs and has requested help from ODOT management with pushing the contractor to get all punch list items completed.
- Punch list work is expected to be completed this summer.

2018 Paving Project

- Staff is working on bidding documents for the bi-annual paving project.
- Staff is planning on providing a list of streets to be paved along with a request for authorization to bid the project to City Council at the June 18th meeting.

COMBINED SEWER OVERFLOW (CSO) PROJECTS

Next CSO Separation Project

- Staff is in the planning phase of the next CSO project. The next planned project is located in the vicinity of Marine Drive and Portway Street.
- No construction will take place this year. Construction is not anticipated until 2019 or later.

SEWER PROJECTS

Drying Bed Project

- Staff will be working with a Contractor to construct a concrete drying bed at the City Wastewater Treatment Plant (WWTP). This will provide a safer, more sustainable method for emptying the Vactor Truck at the WWTP.
- Construction is anticipated to be completed in June.

WATER PROJECTS

Bear Creek Dam & Watershed

- The annual timber harvest project has been awarded to a contractor and the project has started. Road work will take place first and the harvest work will begin after June 15th.
- Staff is working with the City Forester on an updated Forest Management Plan.
- An overflow weir to the east of the Bear Creek Reservoir will be required by the State – staff is investigating methods to accomplish this.
- Staff is in the process of updating the Bear Creek Dam Emergency Action Plan (EAP)

FEMA Pipeline Road Bank Stabilization Project

- The City will be receiving FEMA (75%) and IFA (25%) grant funds to pay for the project at an estimated amount of \$102,537.
- The City has received the Army Corp of Engineers Permit for the project. This will allow the City to move ahead with construction in August/September of this year.

Slow Sand Filter

- Engineering and Operations staff is engaged in ongoing efforts to optimize cleaning operations and appropriate methods of algae control in order to extend the life of the filter sand.
- The re-sanding project was awarded to Big River Construction in December 2017 and they have completed one of four cells. Construction is expected to take 18-24 months to complete. Resanding is required every 5-6 years.

SANITATION PROJECTS

Landfill Closure

- Staff is continuing to work with the Oregon Department of Environmental Quality on post closure activities consisting of gas monitoring and groundwater monitoring. A final permit has been issued and staff is currently working on the final document requirements for the site. Once all operation manuals are complete, staff will continue with annual reporting as required for the term of the post closure period.
- During periodic utility inspections it was determined that a critical Stormwater pipe through the site was showing signs of failure. Staff is working on a plan to replace the pipe and will monitor its condition in the meantime.

CITY FACILITIES AND PROPERTY

6th and Duane Slide Clean-up

- The City has contracted with Big River for slide debris clean-up associated with this geological event that took place on City owned property adjacent to a private residence.
- Work is anticipated to start after a prolonged period of dry weather, likely late Summer 2018.

PUBLIC WORKS OPERATIONS

The following items highlight some of operations recent work:

- Planning for a series of safety training courses through the City workers compensation provider SAFE.
- Water meter replacement for some failing large commercial meters
- Preparing for replacement of a portion of the main public works shop roof
- Utility repair for upcoming paving project
- Annual grounds maintenance/mowing
- Street sign installation and maintenance
- Quarterly landfill gas monitoring

- Wastewater treatment plant sampling, testing and flow monitoring
- CSO monitor maintenance and data analysis
- Routine watershed tasks include water quality testing, culvert cleaning, road maintenance and boundary patrol

PUBLIC WORKS PLANNING

It was previously reported that all planning efforts have been temporarily suspended due to a lack of resources caused by an excessive work load. Development review, construction administration, code enforcement, complaints and other administrative duties have been preventing the advancement of planning efforts. Staff has been striving to keep these planning efforts moving as they are critical to our future success. Following is a brief list of the planning priorities that staff is working on as time permits.

- Asset management – staff is about 60% complete with an inventory of our infrastructure assets.
- Trolley infrastructure maintenance planning – a short term, partial funding solution has been implemented this fiscal year – a long term funding solution is still needed.
- Shoreline maintenance planning – the FEMA funded emergency work went a long way toward stabilizing the vulnerable areas. Staff will continue to monitor during the winter storm season.
- Utility master plan studies – staff will be planning and doing research for the Water System Master Plan Update that will be completed in Fiscal Year 2019/2020.
- GIS upgrades – staff has continued to make progress on development of the public works infrastructure system. We are starting to see the enormous benefit of GIS becoming a part of our daily toolbox helping us complete our heavy workload.


By: Jeff Harrington
Jeff Harrington, Public Works Director



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PARKS AND RECREATION

DATE: MAY 28, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: WINTER AND SPRING DEPARTMENT STATUS REPORT

AQUATICS**Swim Lessons**

Aquatic Center Staff provided 3 sessions of swim lessons since January. The majority of classes ran at full capacity with 163 students registered overall. A higher level class was offered this winter to accommodate the large number of students who have progressed in skills.

Swim Lesson Instructors provided swim lessons and water safety instruction to 48 4th graders from Hilde Lahti Elementary school for two weeks of lessons in April.

Aquatic Center Staff have begun taking registration for summer swim lessons sessions. This summer we will be switching from our previous model of two classes per week for five weeks to a new format for lessons offering morning classes Monday through Thursday for two weeks and evening sessions two nights per week for four weeks.

Water Safety

A Water Safety Open House was held on May 16th which was open to the public to learn ways to stay safe around open water and promote our summer learn to swim program. This event was partially organized by an Astoria High School student as a senior project.

Attendance

Through our software program, RecTrac, 24,677 visits were recorded at the Aquatic Center January 1 through the first week of May, compared to 22,637 who attended the same time period in 2017.

Swim Meets

The Cowapa league high school district swim meet was held at the facility February 9th & 10th. The facility was closed over half the day on February 9th and the full day February 10th. North Coast Swim Club hosted the tall timbers swim meet March 17th & 18th. This meet is held at the Astoria Recreation Center every four years and had more than 400 people in attendance. The facility was closed both days.

Facility Staffing

The full time Aquatic Recreation Coordinator position became vacant in March. Staff just completed the selection process for a new Recreation Coordinator. An offer has been made contingent upon a successful background check and the new employee will tentatively be starting June 18th.

Continued Staff Training

Aquatic Center Supervisor, Terra Patterson attended the national Aquatic Safety School through Ellis and Associates this January; re-certifying her lifeguard instructor certification and completing a week of training in aquatic risk management, lifeguard instruction and staff development training.

In March, two staff were sent to the annual Ellis and Associate instructor training program held in Oregon. The Aquatic Center now has three staff certified to teach lifeguard training classes. Staff have conducted two lifeguard training courses, one in March and a second lifeguard training course the beginning of May. Staff will be offering at least one more class prior to the start of summer to bring on more lifeguards for the busy summer season.

RECREATION

After School Program

January 1st – May 1st : 2,111 participants (up from 1,703 participants in 2017)
74 children participated in our Wildlife Week Spring Break Camp, up from 59 in 2017. Camp highlights included watching baby chicks grow and helping caterpillars grow into butterflies.

The Craft Room in Astoria Recreation Center has a new reading area. Thanks to a donation from Hallmark Cards, we have a new book shelf display for the children.

Recreation Staff has focused on creating more structure in our programming by pre-scheduling our daily activities, creating a parent handbook and developing a parent check-in/check-out procedure.

Athletics

Youth Basketball - 104 players

There were 32 – 3rd and 4th grade teams playing this season with 64 players from Astoria, with 40 + volunteer coaches. This is up from 26 teams last year. The 1st and 2nd grade girls' basketball program began in January as well, with a total of 40 girls in the program, up from 24 girls last year.

Volleyball - 94 players

Drop-in Volleyball has completed for the winter and spring season, we averaged 10 to 15 players per week. There was also a Co-Ed, 6 vs. 6 league which ran March through April. This program ran once a week. We had 6 teams (51 Players) in the league this season, which was comparable to last year. Finally, our youth volleyball clinic is up and running with a total of 30 players which is up from 20 players last year.

Jiu-Jitsu - 2 sessions – 14 total participants (up from 4 last year)

Softball - 200 players (up from 127 last year)

Total of 17 Astoria teams (up from 14 last year) Staff coordinated a players' clinic for all registered players working with volunteer high school students, in which we had 111 participants. Recreation staff also conducted our first parent meeting prior to the start of the

season, in which over 60% of the parents participated in, giving us an opportunity to increase communication and level of service. Staff purchased new equipment, and improved fields, spending considerable amount of effort and approximately \$2,500 in new fill on the Evergreen Fields. We received a large parent/community business donation totaling over \$3,000 in which the Tapiola fields were vastly improved.

Fitness Classes

Although we have seen moderate turnover with instructors, the consistency of classes has greatly improved with the implementation of published staff expectations, staff meetings, and overall improved communication throughout the department. Two new classes were added this last season – TRX and Sculpt and Stretch which have seen moderate participation, averaging 4-6 people consistently. Mid-day Cycling and Barre classes have been at max capacity, seeing 10-12 people consistently Overall, participation has remained steady. We anticipate adding family-fitness classes and care for school aged children as an option moving into the summer, which we hope will draw on the increasing young-family population in our community.

Community Garden

The Gray School Community Garden is full for this upcoming gardening season, all 40 plots have been rented for the year. Almost everyone on the waitlist was able to get a plot, and just a few that will have to wait for the 2019 season.

EARLY CHILDHOOD

Lil' Sprouts has full classrooms. Below you can see the current number of kids in each classroom and how many families are on the waitlist for that room.

Classroom	Class Size	Families on Our Waitlist
Sweet Peas (Infants 6 weeks- 18 months)	6	12
Tulips (18 months- 2/2.5 years)	12	19
Daisies (2/2.5 years- 3 year & potty trained)	12	12
Sunflowers (3 years- 4 years)	18	6
Daffodils (4 years- 6 years)	25	16

Since January we have hired 4 new staff members, 3 for Lil' Sprouts and 1 for Port of Play. We have had some challenges with turnover and retention due to pay rates, and only offering part time positions, but luckily starting in July, we will be able to offer our Childcare Professionals a higher starting wage.

Each month, Lil' Sprouts and everyone at Gray School Campus has been participating in some type of safety drill; earthquake, lock down and fire drills. It has been a great learning experience for our kids, and has prompted productive conversations, both in the classroom and at home with our Sprout families.

With spring upon us, some of our Sprouts have had the opportunity to learn about gardening from a master gardener, who also happens to be a parent volunteer. They have been utilizing our community garden plot, and are learning and practicing techniques each week.

We have 19 Pre-K Sprouts that will be graduating and moving on to Kindergarten, and on June 6th, we will be holding a special graduation ceremony for these kiddos! They will perform songs for their parents, and receive diplomas and classroom awards.

In preparation for Kindergarten, our Daffodil classroom started utilizing a new "Social/Emotional" curriculum, which provides activities and lessons to help the kids understand their feelings and how to express them appropriately, which will be absolutely crucial come fall when they are at a new school.

Lil' Sprouts teachers and staff have done quite a bit of collaboration with the ESD program also located in the building. Several of our Sprouts receive services from Early Intervention Specialists, and our two entities have been working together to provide effective resources and tools to help these kiddos be successful in their mainstream classrooms.

In March, special representatives from the Children's Institute came to visit local preschool and early childhood programs in the area, and the programs at Gray School, including Lil' Sprouts, were on the agenda for their visit. Unfortunately, they ran out of time and weren't able to visit Sprouts, however, they were so intrigued by what they did see, that they will be returning in June for another visit, and will spend some time learning more about our program. The Children's Institute is built of business leaders and philanthropic figures that advocate for early childhood education. Their visits to the coast are pretty exciting news, because often they invest a majority of their time and energy in the greater Portland area.

Port of Play

Since January, Port of Play has had 1,436 visits and 35 birthday parties. Parent's Night Out has seen steady participant numbers, averaging a total of 30-50 each month, and averaging approximately 10-15 each weekend, with a total of 188 uses since January. Starting in July, our Port of Play Operation hours will be cut, and instead of being open seven days a week, we will only be open weekends (10am-4pm) moving forward.

COMMUNICATIONS/MARKETING

Marketing

We have been working in earnest to implement the marketing plan that was approved in September. We are continuing to promote our facilities, events, and programming on social media almost exclusively. The Return on Investment has been evident from an increase in donations, traffic to our webpage, and increase of followers to our social media pages. An update for the 2018/2019 fiscal year will be completed by the beginning of July.

Radio Ads - We ran our "Give the Gift of Fitness" special where new sign-ups will get upgraded to Land & Water for a month. We ran a two week radio ad with Ohana Media Group. We also ran ads to promote the Valentine's Day Ball on Hits 94.7.

Daily Astorian Ads - Two ad spaces were used to promote our "Gift of Fitness" special and to promote the Department during the summer months.

Social Media Ads - We ran 21 ads varying from sports programming, child care, events, etc.

Flyers - 29 flyers were produced and translated into Spanish.



DISCOVER ASTORIA PARKS & RECREATION. Take a cycling class at the Recreation Center. Slide down the big red slide at the Aquatic Center. Go for a hike on Cathedral Tree Trail. Find inspiration at Youngs River Falls. Jump for joy at Port of Play. The six mile Astoria Riverwalk Trail will lead you to fun, adventure, and great eats for the entire family.

For more information, visit AstoriaParks.com



d ISCOVER

RENT STAND UP PADDLE BOARDS

BI-WEEKLY PARENTS' NIGHT OUT CHILD CARE

LARGE POOL & FITNESS CENTER

HISTORIC ATTRACTIONS

HIKING TRAILS

#AstoriaParks

Event Promotion

New Years Fun Run - The annual New Years Fun Run had great attendance. 68 people attended and prizes were given out to the top runners. We promoted the event entirely through social media. Over 3,600 users were reached and 387 viewed the event. The ADHD is supporting the Instant Gratification Run again in 2018 which will allow the Department to host the Gobbler Gallop and Fun Run again this year.

Valentine's Day Ball - On February 10th, the Astoria Downtown Historic District Association sponsored our first annual Valentine's Day Ball, replacing the previously scheduled Father-Daughter Dance. This year, we were more inclusive and the event was a smashing success! Over 220 people were in attendance. Families received door prizes from an array of local businesses, children received goody bags, dance lessons were offered, a professional photographer assisted us with a photo booth, and everyone had an opportunity to taste Astoria's local cuisine with food from: Carruthers, The Blue Scorchers Bakery and Café, T. Pauls Urban Café, Table 360 Bistro, and Mo's Seafood.

Program Guides

The latest program guide has been released. The plan is to finish up 2018 with Summer/Fall information and move to an annual catalog in 2019. Spanish translation should be completed by the end of the month.

Social Media

Facebook - At the beginning of our marketing plan, we set a goal of growing our Facebook Page to 3,200 followers. We are currently at 3,254. We've also seen an increase in user engagement. Several of our other Facebook accounts: Recreation Center, Run on the River, and Port of Play are continuing to grow steadily. We tend to see increase in followers following paid advertisements. The Aquatic Center continues to grow with over 1,063 followers, or an increase of 30%.

Instagram - this social media platform by far has the most growth potential. We are well over 1,000 followers. This page has seen an increase of about 46% since we've implemented the marketing plan!

Twitter - continues to grow steadily despite this not being a tool that is heavily utilized by our patrons. We've grown to 400 followers.

Communications

The website is continuously being updated with relevant information. Since December, we've received 86,482 visitors to the website, which is over 30,000 more visitors from our last status update. Our top three page hits are the Aquatic Center, Events, and Parks Board Agenda and Minutes. The most searched for Parks are Ocean View Cemetery, Local Trails, Cathedral Tree Trail, and Shively Park.

Earlier in the year, we started to notice a lag in Constant Contact open rates, with our open rates dropping from about 25% down to 18%. We revamped the look of the newsletters, adding minimal easy to read information and now receive on average of 28%, with a couple newsletters receiving well over 30%.

MAINTENANCE

Grounds

The Parks Maintenance Division has had a productive winter and spring. Extra effort has been made to improve the quality of care at our parks and facilities with the highest amount of use, identified in the 2016 Parks Master Plan. As a result, Tapiola Park, Fred Lindstrom Park, the Aquatic Center, and Evergreen Fields, have all received more detailed attention than in years past. In addition, the overall standard of care across all park properties is rising with the implementation of more efficient mowing techniques and improved attention to detail. Improvements are visible at most properties in the form of trees' branches being pruned higher to provide clearer views, healthier turf through cultural practices, better defined edges and boundaries, and more holistic care to entire properties in an effort to expand use areas.



Facilities



Facilities maintenance has been focused on improving continuity of operations and quality of amenities at the Astoria Recreation Center and Astoria Aquatic Center. The replacement of domestic machines for an industrial-grade washer and dryer at the Astoria Aquatic Center has reduced logistical challenges to provide adequate towels to guests, routine servicing of spin bikes has provided greater capacity for exercise classes and reduced lengthy equipment restrictions while parts are ordered or replaced, and the Astoria Recreation Center fitness room now has a more neutral coat of paint.

Park Maintenance Plans

The Maintenance Division is approximately 35% through the process of developing materials related to Park Maintenance Plans, documents which will serve as references and guides for all facets of Parks Maintenance. The plans will encompass service level costs, definitions of use areas, contain inspection sheets for all types of locations and activities, detail routine tasks, as well as forecast deferred and capital projects that will need to be budgeted, scheduled, and implemented across the parks-system in the future.

Removal of Hazardous Trees

All Priority 1 Trees were removed from parks during the winter and spring and their replacements have all been installed. The new trees are approximately in the same locations as their predecessors, unless infrastructure or other issues necessitated adjusting their locations on site. Maintenance staff is monitoring and caring for the trees to ensure their successful establishment and growth.

Service Projects

Our community partners and interested citizens continue to step up to the challenge of assisting us in maintaining parks. Groups such as the United Way of Clatsop County and Tongue Point Job Corps have both provided large groups of volunteers to make large-scale projects; such as spreading playground chips, removing weeds in softball fields, and cleaning graves at the cemetery, a reality.

Cemetery Grounds Maintenance

Ocean View Cemetery has had a relatively quiet winter and spring. The bulk of burials have been cremated remains, which are a much simpler and less hours-intensive activity. In preparation for Memorial Day and the return of more rapidly growing vegetation, the Maintenance Division worked hard to keep abreast of the complex and large grounds. Efforts are being made to designate a temporary worker whose primary responsibilities will be to assist with grounds work at the cemetery.

New Garbage Receptacles

In February, Recology Western Oregon began servicing all garbage cans in the parks system. Staff has been installing the new receptacles as quickly as possible to best provide infrastructure that will make Recology's drivers' duties as easy as possible. The installation work is still underway and anticipated to be complete by July 1st, many of the locations require a level concrete pad in advance of placing the new units.



SPECIAL PROJECTS

Doughboy Monument

In 2017, the City received a Veterans and War Memorials grant from State Historic Preservation Office (SHPO) to upgrade the west restroom and perform other upgrades and exterior painting of the Doughboy Monument in preparation for the 100th Anniversary of the end of World War I on November 11, 2018. Prior to the start of that work, a vehicle crashed into the east side of the Monument with extensive damage to the structure. Advanced Structural Forensics Corp. (AFS) conducted a damage assessment of the Monument in October 2017 which identified the structural damage to the east side including possible damage to the statue anchorage. AFS has prepared structural repair drawings of the work that needs to be done on the Monument as a result of the vehicle damage. A Request for Proposals to complete the repair work was advertised on May 4, 2018 and bids were due by May 21, 2018. Replacement of the two lamp posts damaged in the accident have been ordered and will be delivered this summer. Staff continues to work with the City's insurance carrier CIS concerning the insurance claim. Staff was able to begin the grant related work on the west portion of the Monument including plumbing and electrical. Clatsop Community College Historic Preservation students completed the interior plaster work and Tongue Point Job Corps has been working on the interior painting.

TPJC will also be completing the exterior painting in September/October once the exterior repair work is completed. Additional repair of the windows and skylights to eliminate leakage is being completed by Parks staff.

In January 2018, the City received a donation of \$5,000 from the Samuel S. Johnson Foundation to assist with completion of additional repairs to the Monument. Staff identified the tile roof as one of the next projects on the Monument that needed to be replaced and/or repaired. Clatsop Community College Historic Preservation students conducted an analysis of the terra cotta tile roof along with their documentation of the condition of the Monument and produced a report "Documentation of Restoration Efforts and Assessment of Current Conditions", dated April 17, 2018. It was determined that a large majority of the tiles were damaged, and it was not possible to remove the paint layer that had been applied to the tiles years ago; therefore, replacement rather than repair would be necessary. With this information and the donation from the Johnson Foundation, staff researched the possibility of replacing the tile roof and used the donation money and information to apply for a second Veterans and War Memorials grant from State Historic Preservation Office (SHPO). This grant would have no cash match from City funds. Grant awards will be announced by the end of June. Staff will be working with the American Legion Post 12 for potential ceremonies on November 11 for the 100th anniversary and completion of the Monument restoration.

Potential Sale of City Park Land

The City Council directed Staff to research the feasibility of selling several City Parks for potential development and removal from City maintenance responsibility. The sites Council selected included Birch Ballfield, US Customhouse Reconstruction, Tidal Rock, and the First US Post Office site. Staff looked at each parcel concerning any deed and/or grant restrictions; City, State, and Federal laws concerning publicly owned historic properties; feasibility of development on the sites; and other issues that would affect potential sale or development of the parcels. The results of that research were presented to the Council with recommendations on how to proceed on each of the properties. The Council determined that it was not feasible to sell the First US Post Office site for development and with the adoption of the Park for maintenance by the adjacent property owner, this parcel was removed from the list for potential sale. Likewise, Tidal Rock was adopted for maintenance and temporarily also removed from the list. Additional research and discussion concerning Birch Ballfield and US Customhouse Reconstruction sites resulted in potential adoption of both sites for maintenance. Staff is working with the Alderbrook Neighborhood group for adoption of Birch Ballfield, and the Lower Columbia Preservation Society for adoption of the US Customhouse site. While all four sites remain as public parks, the initial concern of the cost and manpower of Parks staff to maintain these sites has been largely resolved through the citizen adoption of the Parks. With the adoption of these sites, staff is not pursuing sale of any other Parks land at this time.

Scandinavian Heritage Park

On December 17, 2017, the City Council entered into a Memorandum of Agreement with the Astoria Scandinavian Heritage Association for potential construction of a Scandinavian Heritage Park at 1590 Marine Drive on the site of the former People Places Park. The ASHA would be responsible for construction and maintenance of the Park, but the improvements would become City owned. To assist with the process, and due to the fact that it is on City-owned land and will become a City facility, ASHA agreed to reimburse the City for the services of Planning Consultant Rosemary Johnson who is under contract with the City to provide planning services. ASHA has met with several potential architectural firms and advertised for a Request for Proposals for design of the Park. Bid proposals are being reviewed by the ASHA Park

committee and selection of a firm should be complete by June. With Ms. Johnson's assistance, the committee has applied for grant funding for both the design phase and interpretive signage. Currently, ASHA hopes to have plans approved by the Parks Board, Historic Landmarks Commission, and City Council by February 2019.

Relocation of Parks & Recreation Center and Offices to Aquatic Center

The City Council requested that staff look at the feasibility of moving the Parks & Recreation Rec Center and offices from the Yacht Club site (1555 W Marine Drive) to the Aquatic Center site (1997 Marine Drive). Issues considered included: size of site and buildable area; logistics of building orientation and access; required off-street parking; zoning; Gateway design review; landscaping; cost to relocate; etc. Staff are preparing a report that addressed the site configuration and zoning only, as costs and actual design issues would need professional analysis, this information will be provided to the Mayor and City Council.

Through: Angela Cosby
Angela Cosby
Director of Parks & Recreation



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: MAY 30, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: AMERICAN CARBON REGISTRY REVERSAL RISK MANAGEMENT
UPDATED AGREEMENT

DISCUSSION/ANALYSIS

In 2016 and 2017, the City of Astoria sold carbon credits as a part of the Bear Creek Watershed Carbon Project. The carbon credits were sold to The Climate Trust (TCT), an Oregon-based not-for-profit organization. The project required that the credits be registered with the American Carbon Registry (ACR). The ACR is a voluntary, on-line greenhouse gas registration and emissions tracking system operated by Winrock as well as the California Air Resources Board. An agreement between the City and Winrock International was signed in 2016 when the sales took place.

Winrock and the ACR have recently released a new signed Reversal Risk Mitigation Agreement for all voluntary projects with risk of reversal. The new version expands applicability beyond just Forest Carbon Projects to all Agriculture, Forest and Other Land Use (AFOLU) project types with a risk of reversal, provides clarifications, and updates terminology. The basic requirements have not changed since the previous version.

Reversal is when the seller, the City in this case, has a reduction in the obligated stored carbon caused by natural disaster such as a forest fire or owner caused such as over-harvesting. Our forest management plan and our current forest practices put the City at a low risk of not meeting our obligations under this agreement.

The agreement has been reviewed by City Attorney Blair Henningsgaard and City Forester Ben Hayes.

RECOMMENDATION

It is recommended that City Council authorize the Public Works Director to sign the updated agreement between the City of Astoria and Winrock International.

By: Jeff Harrington
Jeff Harrington, Public Works Director



**AMERICAN CARBON REGISTRY™
AGRICULTURE, FORESTRY and OTHER LAND USE (AFOLU) CARBON PROJECT
REVERSAL RISK MITIGATION AGREEMENT**

THIS AFOLU CARBON PROJECT REVERSAL RISK MITIGATION AGREEMENT (the "Agreement") is between the undersigned entity or individual ("Project Proponent"), [Bear Creek Watershed Forest Carbon Project], and Winrock International Institute for Agricultural Development, an Arkansas nonprofit corporation ("Winrock"), through Winrock's American Carbon Registry® enterprise ("ACR").

RECITALS

A. The American Carbon Registry® is a voluntary, online greenhouse gas ("GHG") registration and emissions tracking system operated by Winrock as well as a California Air Resources Board (ARB) approved Early Action Offset Program for the California Cap-and-Trade Program. In both cases, ACR is used by members to transparently register project-based verified emissions reductions and removals (VERs) as serialized offsets and to record the issuance, purchase/sale, holding, retirement and cancellation of offsets.

B. For carbon offset projects developed under ACR's program, The ACR Standard (as amended from time to time, "ACR Standards"), details ACR's requirements and specifications for the quantification, monitoring, and reporting of carbon project-based emissions reductions and removals, offset verification, registration, and issuance. Appendix A of the ACR Standard details specific requirements for an Agriculture, Forest and Other Land Use (AFOLU) – based carbon offset project to register its GHG emission reductions and removals as offsets on ACR.

C. For California Early Action Offset Projects, which are developed under ARB's approved Early Action Quantification Methodologies, the Cap-and-Trade Regulation (as amended from time to time, "the Regulation") and ARB guidance establish the requirements that Early Action projects must meet in order for ACR to register the associated GHG emissions reductions and removals as offsets, also referred to in the Regulation as Early Action Offset Credits.

D. ACR requires that a Project Proponent assess the risk of reversal of the offsets, as defined in the ACR Standard or other applicable Regulations, and document that, among other things as required by the ACR Standard or the Regulation, includes the risk assessment, project-specific minimum risk mitigation requirements, and identification of an ACR-approved risk mitigation mechanism to satisfy those requirements. The ACR Standard requires that a Project Proponent enter into a legally-binding agreement with ACR with respect to reversal risk mitigation.

E. The name of Project Proponent's project is [Bear Creek Watershed Forest Carbon Project] (the "Project"). The Project Proponent has submitted a GHG Project Plan dated as of [April 11, 2016], which plan, with any changes required by ACR, has been reviewed by ACR (the "approved GHG Project Plan").

F. Project Proponent is party to an ACR Terms of Use Agreement governing Project Proponent's use of the American Carbon Registry®.

G. The Project proponent has selected a Risk Mitigation Mechanism for the Project approved by ACR.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Selection of Risk Mitigation Mechanism

Project Proponent hereby selects the following risk mitigation mechanism for the Project (the "Selected Risk Mitigation Mechanism") (*check one*):

- ☒ ACR Buffer Pool as defined in the ACR Standard
- ☐ The following ACR-approved alternative risk mitigation mechanism administered by a Third-Party Administrator (a "Third Party Mechanism"):

e.g. Name of Insurance or Bond Company

Project Proponent acknowledges and agrees that if the Selected Risk Mitigation Mechanism is the ACR buffer pool, Exhibit A to this Agreement will be the ACR Buffer Pool Terms and Conditions (Appendix B to the ACR Standard), and, if the Selected Risk Mitigation Mechanism is an ACR-approved alternative risk mitigation mechanism, Exhibit A to this Agreement will be a true and accurate copy of all terms and conditions governing Project Proponent's use of the Mechanism.

2. Compliance with Selected Risk Mitigation Mechanism

Project Proponent shall at all times strictly comply with all terms and conditions of the Selected Risk Mitigation Mechanism. Project Proponent shall immediately notify ACR if Project Proponent is not in compliance in any respect with such terms and conditions, and, in the case of a Third Party Mechanism, Project Proponent shall immediately notify ACR if Project Proponent becomes aware (i) that the third party administrator is not in compliance in any respect with the terms and conditions of the Third Party Mechanism, or (ii) that the Third Party Administrator is insolvent or is otherwise unable to fulfill its obligations with respect to the Third Party Mechanism.

3. Notice of Changes Regarding Selected Risk Mitigation Mechanism

Project Proponent shall, subject to ACR approval, have the right to change its selection of the risk mitigation mechanism from one ACR-approved mechanism to another ACR-approved mechanism by entering into a new AFOLU Reversal Risk Mitigation Agreement. In addition, if Project Proponent has selected an ACR-approved risk mitigation mechanism not directly administered by ACR then, upon becoming aware of any change in the terms and conditions of the Third-Party Mechanism, Project Proponent shall immediately notify ACR of such change. ACR shall, in its sole discretion, have the right to approve of changes to any Third-Party Mechanism, and to terminate or modify this Agreement in response to such changes upon reasonable prior notice to the Project Proponent.

4. Risk Assessment Update

The ACR Standard requires an updated risk assessment (including reassessment of the Project baseline), at regular intervals and upon the occurrence of a Reversal. Project Proponent, at its expense, shall promptly undertake and complete such risk assessment and shall promptly and fully comply with

all ACR requests for additional information or analyses relating to such risk assessment including but not limited to an increased buffer pool contribution based on assessment results or meeting any additional requirements of the ACR approved risk mitigation mechanism.

5. Reversal

- (a) Notice of Reversal. Project Proponent shall provide written notice to ACR immediately after becoming aware of any unintentional or intentional Reversal. Such notice shall include the volume of offsets affected by the Reversal ("Estimated Lost Offset Amount"), a description of how the volume of offsets affected by the Reversal was calculated, a description of the nature and cause of the Reversal and all other relevant facts. Project Proponent shall, at its expense, promptly and fully comply with all ACR requests for additional information or analyses relating to the Reversal. For purposes of this Agreement and the Selected Risk Mitigation Mechanism, the volume of offsets affected by the Reversal will be the volume of such offsets as verified by a VVB and confirmed by ACR (the "ACR Verified Lost Offset Amount").
- (b) Risk Assessment Update. Project Proponent shall comply with Section 4 of this Agreement upon occurrence of a Reversal.
- (c) Cancellation of Offsets. In the event of a Reversal, ACR will cancel a volume of offsets equal to the Estimated Lost Offset Amount. Cancellation of all non-transacted offsets will occur for a project that has terminated early or has reported an intentional reversal. Project Proponent shall comply with all terms and conditions of the Selected Risk Mitigation Mechanism relating to Reversals, including but not limited to payment of ACR fees for all offsets to be activated and then canceled to compensate for the ACR Verified Lost Offset Amount. Refer to the ACR Buffer Terms and Conditions for a more detailed description this process, provided as an annex to this agreement and the conditions of which are incorporated by reference.

6. Representations and Warranties

Project Proponent represents and warrants to ACR that: (i) Project Proponent is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) the execution, delivery and performance by Project Proponent of this Agreement have been duly authorized by all necessary corporate or other action, and do not and will not violate any law; and (iii) all information submitted or to be submitted by or on behalf of Project Proponent to ACR in connection with this Agreement is and shall be true, accurate, reliable, complete and timely.

7. Events of Default; Remedies

The following events and circumstances shall constitute an Event of Default under this Agreement: (i) Project Proponent's failure to notify ACR within ten (10) days after becoming aware of a Reversal or Early Project Termination decision; (ii) Project Proponent's failure to cure a breach of this Agreement within ten (10) days following notice of such breach by ACR to Project Proponent; or (iii) a bankruptcy, receivership or other insolvency proceeding by or against Project Proponent and not dismissed within sixty (60) days or the making of a general assignment for the benefit of creditors, insolvency, or the

institution of bankruptcy, reorganization, liquidation or receivership proceedings, by or against Project Proponent.

Upon the occurrence of an Event of Default, ACR may, in its sole discretion and without limitation of ACR's right to pursue other available legal or equitable remedies:

- (i) suspend issuance of new offsets to Project Proponent with respect to the project or continue to issue new offsets, but hold such offsets in escrow or deposit them temporarily or permanently in the ACR buffer pool;
- (ii) in circumstances involving a Reversal, cancel offsets in the Project account to compensate for all or a portion of the volume of lost offsets;
- (iii) suspend the right of Project Proponent to transfer, sell, pledge, retire or otherwise dispose of offsets in the Project account;
- (iv) even if not required by an updated risk assessment, impose an increase in risk mitigation requirements;
- (v) require that Project Proponent collaterally assign to ACR or its designee Project Proponent's rights to enforce obligations of participating property owners to comply with underlying ACR Standard requirements or requirements of an applicable Regulation;
- (vi) deny registration of any other project on the same Project site or any other project proposed to be undertaken by or on behalf of the owner or operator of the Project or the Project site or any affiliates of such owner or operator (as determined by ACR in its discretion, an "Affiliate"); and
- (vii) if Project Proponent is the owner or operator of the Project or the Project site, apply any of the foregoing remedies to other ACR accounts of Project Proponent or Affiliates, or to any of their project accounts.

8. Term

This Agreement shall be in effect from the date of the project proponent's signature hereto (or the effective date of the original Risk Mitigation Agreement, if applicable) until the termination of Project Proponent's risk mitigation requirements with respect to the Project as applicable either under the ACR Standard or applicable Regulation.

9. Termination

This agreement may be terminated by the Project Proponent, subject to written approval by ACR, if Project Proponent decides to change to a different ACR approved risk mitigation mechanism. Project Proponent and ACR must execute a new AFOLU Carbon Project Reversal Risk Mitigation Agreement reflecting the change in election.

This agreement may be terminated by ACR in the event that the selected ACR approved risk mitigation mechanism is no longer accepted or valid.

10. Limitation of Liability; Indemnification

- (a) Limitation of Liability. In no event shall ACR, its owners, affiliates or subsidiaries, and their respective officers, directors, independent contractors, employees, agents, or

donors (the "ACR Parties") be liable for damages arising out of or in connection with this Agreement, except to the extent caused by the ACR's negligence or willful misconduct.

UNDER NO CIRCUMSTANCES SHALL ANY ACR PARTY BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ACR PARTIES TO PROJECT PROPONENT OR ANY THIRD PARTIES UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNT OF FEES PAID BY PROJECT PROPONENT TO THE REGISTRY UNDER THE ACR MEMBER AGREEMENT.

Project Proponent acknowledges and agrees that the foregoing limitations are independent of any remedy and will remain in full force and effect notwithstanding the failure of the essential purposes of any such remedy. The provisions of this Section 9 shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

- (b) Indemnification. Project Proponent agrees to indemnify and hold the ACR Parties harmless from any losses, damages, liabilities, judgments, settlements, fines, taxes, liens, impositions, encumbrances, penalties, claims, suits, costs and expenses, including reasonable attorneys' fees, arising out of or related to: (i) Project Proponent's breach of this Agreement; or (ii) violation by Project Proponent of any law or regulation, or the rights of a third party.
- (c) Conditional Limitation of Liability with Respect to Intentional Reversals. Project Proponent will not be held liable to ACR for costs incurred by ACR to respond to an intentional Reversal with respect to the Project if (i) Project Proponent has delivered to ACR an indemnification agreement by the owner or operator of the Project or Project site, in form and substance satisfactory to ACR in its discretion, pursuant to which such party indemnifies ACR against such costs and (ii) neither Project Proponent nor any of its owners, affiliates or subsidiaries has caused or contributed to such intentional Reversal.

11. Modifications

ACR reserves the right, in its sole discretion, to augment, segment, reformat, reconfigure, delete elements of, or otherwise modify at any time the ACR Standards or create new types or versions of such standards. ACR shall provide Project Proponent with at least thirty (30) days' prior notice of material modifications to the ACR Standards. Such modifications shall be effective upon the date set forth in the notice and shall not be applied retroactively. Continued use of the American Carbon Registry® by Project Proponent after the effective date set forth in the notice shall constitute acceptance of such modifications.

12. Notice

All notices and other communications required, made or permitted hereunder shall be in writing and delivered by email (with confirmation of delivery), facsimile, regular mail, overnight courier or personal

delivery to the address of the other party as set forth in this Agreement or as subsequently designated by a party by providing notice thereof pursuant to this Section. ACR also may provide notices of changes to the ACR Standards or other matters by displaying notices or links to notices to Project Proponents generally on the American Carbon Registry® website.

13. Miscellaneous

- (a) Choice of Law and Jurisdiction. The construction, interpretation and enforcement of this Agreement, as well as any and all claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, shall be governed by and construed in accordance with the laws of the State of Virginia, applicable to contracts made entirely within and wholly performed in the State of Virginia, without regard to the choice or conflict of laws provisions thereto. The sole jurisdiction and venue for any litigation arising out of this Agreement shall be an appropriate federal or state court located in the State of Virginia, and the parties agree not to raise, and waive, any objections or defenses based upon venue or *forum non conveniens*, except that either party may seek temporary injunctive relief in any venue of its choosing.
- (b) No Waiver. The failure of a party at any time to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- (c) Severability. If any provision or portion thereof of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall be construed in all respects as if the invalid or unenforceable provision or portion thereof had been omitted and all other terms and conditions are fully enforceable, and in such case this Agreement may be modified, amended, and limited, reflecting the intentions of the parties, if and only if such changes are necessary to render this Agreement valid and enforceable.
- (d) Relationship of the Parties. The parties are independent contractors and do not intend that this Agreement create any agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship.
- (e) No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than Project Proponent and Winrock / ACR and has no third-party beneficiaries.
- (f) Entire Agreement. This Agreement is the entire agreement between the parties and supersedes any other communications, advertisements or understandings with respect to the subject matter hereunder.
- (g) Assignment. This Agreement is not assignable or transferable by Project Proponent in whole or in part, without the prior written permission of Winrock / ACR, which shall not be unreasonably withheld. For avoidance of doubt, this Agreement is assignable in whole or in part by Winrock.

- (h) Administration. ACR will manage its obligations under this Agreement including the operation of the ACR Buffer Pool and any other ACR-approved risk mitigation mechanisms. In the event of that ACR is no longer operational or able to manage its obligations under this Agreement, they will be managed by ACR's parent organization, Winrock, or a comparable, qualified organization of Winrock's election.
- (i) Survival. The provisions of this Agreement regarding limits on liability, indemnification, choice of law, jurisdiction, notice, and those provisions which by their sense and content are intended to survive, shall survive the termination or expiration of this Agreement.
- (j) Counterparts. This Agreement may be executed in two or more counterparts, which together shall be deemed to constitute one agreement, and delivery of the counterparts may be effected by means of electronic transmission with the same effect as if original copies had been delivered.

In consideration of the mutual obligations assumed under this Agreement, Project Proponent and Winrock agree to the terms and conditions attached to this Agreement and each party represents that this Agreement is executed by its duly authorized representative.

PROJECT PROPONENT		WINROCK INTERNATIONAL	
By:	<u>X</u>	By:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	
Original Execution Date (if applicable):		Original Execution Date (if applicable):	
Office Address:		Office Address:	
Phone:		Phone:	
Email:		Email:	

Approved as to legal sufficiency

 Digitally signed by BLAIR HENNINGSGAARD
 DN: cn=BLAIR HENNINGSGAARD, o,
 ou, email=blair@astoria.law, c=US
 Date: 2018.05.29 08:47:36 -08'00'

EXHIBIT A**TERMS AND CONDITIONS OF SELECTED REVERSAL RISK MITIGATION MECHANISM**

[If Selected Risk Mitigation Mechanism is the ACR buffer pool, attach ACR Buffer Pool Terms and Conditions. If Selected Risk Mitigation Mechanism is a Third Party Mechanism, attach a true and accurate copy of all terms and conditions governing Project Proponent's use of the Third Party Mechanism.]

ACR BUFFER POOL TERMS AND CONDITIONS

THESE BUFFER POOL TERMS AND CONDITIONS (the “Buffer Pool Terms”) govern the use of the American Carbon Registry® Buffer Pool (the “ACR Buffer Pool”) by a Project Proponent in and apply to the ACR AFOLU Carbon Project Reversal Risk Mitigation Agreement.

A.1 CONDITIONS TO PARTICIPATION IN ACR BUFFER POOL

To use the ACR Buffer Pool in connection with a project, a Project Proponent must first satisfy the following conditions:

- I. The Project Proponent must have entered into the American Carbon Registry® AFOLU Carbon Project Reversal Risk Mitigation Agreement for the project (as amended from time to time, the “Reversal Risk Mitigation Agreement”).
- II. There must be a GHG Project Plan for the project which, among other things, includes a risk assessment conducted in accordance with the ACR Tool for Risk Analysis and Buffer Determination, a risk category and an approved buffer contribution amount equal to a minimum percentage of the offsets issued by ACR in connection with the project (as amended from time to time due to updated ACR-approved risk assessments, the “Minimum Buffer Percentage”).

A.2 DEFINITIONS

Terms capitalized in these Buffer Pool Terms but not defined herein shall have the meanings given such terms in the Reversal Risk Mitigation Agreement or, if not defined therein, shall have the meanings given such terms in the Definitions section of the ACR Standard (as in effect as of the execution date of the Reversal Risk Mitigation Agreement, the “ACR Standard”).

A.3 BUFFER POOL ACCOUNT

ACR will establish an American Carbon Registry® Buffer Pool Account (the “Buffer Pool”), over which it has sole operational and management control, to hold the Buffer Contribution from the Project (as defined below). ACR shall have the right to hold buffer contributions from all agriculture, forest and other land use (AFOLU) carbon projects registered with ACR in one or more co-mingled accounts. As long as offsets deposited by a Project Proponent are retained in the Buffer Pool Account, the Project Proponent may not transfer, sell, pledge, retire, or otherwise dispose of such offsets.

In the event that ACR is no longer operational or able to manage the Buffer Pool Account, the account will be managed by ACR's parent organization, Winrock International ("Winrock") or a comparable, qualified organization of Winrock's election.

A.4 BUFFER POOL CONTRIBUTION

- I. **ASSESSMENT OF RISK.** For AFOLU projects that have risk of Reversal, Project Proponent shall conduct a risk assessment addressing both general and project-specific risk factors using the ACR Tool for Risk Analysis and Buffer Determination. The output of the tool is an overall risk rating percentage for the project, translating into a number of offsets that will be deposited in the ACR Buffer Pool Account to mitigate the risk of reversals at the time of each issuance, the Minimum Buffer Percentage. The risk assessment, overall risk category and Minimum Buffer Percentage, and calculated buffer contribution amount shall be included in the GHG Project Plan. ACR evaluates the overall risk category and corresponding buffer contribution, and the VVB evaluates whether the risk assessment has been conducted correctly. If no Reversals occur, the project's risk category and Minimum Buffer Percentage shall remain unchanged for five years. The risk analysis must be re-evaluated every five years, coincident with the interval of required site visit verification except in the event of a Reversal, in which case the risk category and Minimum Buffer Contribution shall be re-assessed and re-verified immediately.
- II. **BUFFER CONTRIBUTION REQUIREMENT AND TIMING.** As set forth herein and in the ACR Standard, concurrent with each issuance of offsets to the project, Project Proponent shall contribute offsets to the Buffer Pool Account equal to the number of offsets being issued multiplied by the Minimum Buffer Percentage. Project Proponent may, at its option, contribute a number of offsets greater than the number required by application of the Minimum Buffer Percentage. The number of offsets contributed to the Buffer Pool Account shall be referred to as the "Buffer Contribution." In the event of an increase in the Minimum Buffer Percentage due to an updated risk assessment, Project Proponent shall make the required additional Buffer Contribution within ten (10) days following ACR's approval of the updated risk assessment.
- III. **COMPOSITION OF BUFFER CONTRIBUTION.** The Buffer Contribution shall consist of offsets generated by the Project, offsets of any other type or vintage held in an ACR registry account by the Project Proponent, or any combination thereof.

A.5 REVERSAL

- I. **NOTICE OF REVERSAL.** Project Proponent shall provide written notice to ACR immediately upon becoming aware of any Unintentional or Intentional Reversal or Early Project Termination decision. Such notice shall include the number of offsets affected by the Reversal (the "Estimated Lost Offset Amount"), a description of how the Estimated Lost Offset Amount was determined, a description of the nature and cause of the Reversal and all other relevant facts. Project Proponent shall, at its expense, promptly and fully comply with all ACR requests for additional information or analyses relating to the Reversal. ACR requires the quantification of carbon stocks after the Reversal as verified by a VVB, at the Project Proponent's expense, to be reported to and confirmed by ACR (the "Verified Lost Offset Amount") within six months of the Reversal.

- II. LOSS MITIGATION FOR AN UNINTENTIONAL REVERSAL.** ACR mitigates the loss from an Unintentional Reversal by canceling from the Buffer Pool the Estimated Loss Amount at Project Proponent's expense (including payment of then-applicable offset activation and cancellation fees). If the Lost Offset Amount is less than the Project Proponent's net Buffer Contributions up to that time, then the Buffer Contributions cover the Reversal. If the Lost Offset Amount from the Reversal exceeds the Proponent's Buffer Contributions to date, the Project Proponent shall pay a "deductible" of 10% of the Lost Offset Amount, depositing this additional offset amount in the ACR Buffer Pool within thirty (30) days of the cancellation, and the Buffer Pool covers the remainder. The deductible contribution may be of ACR offsets of any type and vintage. Following unintentional reversals, the Proponent is not required to replenish the buffer unless the Minimum Buffer Percentage increases based on the risk assessment update. The Verified Offset Amount must be submitted to ACR within six months of Reversal unless additional time is granted by ACR in writing. If the Verified Lost Amount is greater than the Estimated Lost Amount, ACR will cancel from the Buffer Pool the difference.
- III. LOSS MITIGATION FOR AN INTENTIONAL REVERSAL.** ACR mitigates the loss from an Intentional Reversal, which is assumed as all affected carbon stocks, by canceling the associated volume of credits from the Project Proponent's account and/or canceling from the Buffer Pool the Estimated Loss Amount (as applicable) at Project Proponent's expense (including payment of then-applicable offset activation and cancellation fees) upon notification by the Project Proponent. Cancellation of all non-transacted offsets will occur for a project that has terminated early. The Project Proponent shall, at the Project Proponent's expense, contribute the Estimated Lost Offset Amount to the Buffer Pool Account within thirty (30) days of the Reversal. This Buffer Contribution may be made using ACR offsets of any type or vintage. If the Project Proponent does not make this Buffer Contribution within thirty (30) days, ACR retains the right to freeze the account and use any existing offsets to compensate for the Reversal. The Verified Offset Amount must be submitted to ACR within six months of Reversal unless additional time is granted by ACR in writing. If the Verified Lost Amount is greater than the Estimated Lost Amount, Project Proponent shall contribute an additional amount for the difference, which will be canceled by ACR.
- IV. EARLY PROJECT TERMINATION DUE TO REVERSAL.** Sequestration projects will terminate automatically if a Reversal, Intentional or Unintentional, causes project stocks to decrease below baseline levels prior to the end of the Minimum Project Term. In cases where this decrease is caused by intentional reductions to stocks (e.g., forest conversion or over-harvesting), which is considered an Intentional Reversal, the Project Proponent shall compensate for all issued offsets to that project following the process in III above.
- V. EARLY PROJECT TERMINATION.** If a Project Proponent opts to terminate the project at any time prior to the end of the Minimum Project Term by discontinuing required project monitoring, verification and reporting activities for the Project (or subset of the project in an aggregated or PDA project) or leaves the carbon program, ACR conservatively considers the cumulative sequestration of the project to be lost (i.e., all offsets issued to the project). Project Proponents must compensate for the full amount of all offsets issued cumulatively to the project upon termination. If only a portion of the project land owners (i.e., in the case of an aggregated or POA project) chooses to terminate, the remaining land owners may continue project activities if the area which was terminated is compensated. The Project Proponent shall have the responsibility to compensate for project termination following the process in III above. In the case of Early Project Termination in order to re-enroll the project in another voluntary, state or federal program, the Project Proponent must compensate for all offsets issued to the

Project following the process in III above. This is because ACR does not have the ability to enforce the actions of a Project Proponent on a project that is no longer registered on ACR.

- VI. RISK ASSESSMENT UPDATE.** Project Proponent shall comply with the risk assessment update requirements pursuant to the Reversal Risk Mitigation Agreement upon occurrence of a Reversal. Frequent recurring reversals will lead to a higher assessed risk and accordingly increased Minimum Buffer Percentage.

A.6 END-OF-TERM BUFFER POOL ACCOUNT BALANCE TRANSFER TO ACR

To the extent required under the ACR Standard, ACR shall, following the termination of the Project Term, decide to continue to hold or to retire any remaining offsets contributed to the Buffer Pool Account with respect to the Project. For purposes hereof, "Project Term" shall mean the period ending at the termination of the later of (i) the Minimum Project Term (including any renewals or extensions) and (ii) any additional period in which, pursuant to the ACR Standard, Project Proponent has agreed to document project continuance.

A.7 EVENTS OF DEFAULT; REMEDIES

The following events and circumstances shall constitute an Event of Default under these Buffer Pool Terms: (i) Project Proponent's failure to notify ACR within ten (10) days after becoming aware of a reversal or Early Project Termination decision; (ii) Project Proponent's failure to cure a breach of these Buffer Pool Terms within ten (10) days following notice of such breach by ACR to Project Proponent; (iii) the occurrence of an Event of Default under the Reversal Risk Mitigation Agreement; and (iv) a bankruptcy, receivership or other insolvency proceeding by or against Project Proponent and not dismissed within sixty (60) days of the making of a general assignment for the benefit of creditors, insolvency, or the institution of bankruptcy, reorganization, liquidation or receivership proceedings, by or against Project Proponent.

Upon the occurrence of an Event of Default, ACR may, in its sole discretion and without limitation of ACR's right to pursue other available legal or equitable remedies, pursue any of the remedies set forth in the Reversal Risk Mitigation Agreement.

A.8 LIMITATION OF LIABILITY; INDEMNIFICATION

LIMITATION OF LIABILITY. In no event shall ACR, its owners, affiliates or subsidiaries, and their respective officers, directors, independent contractors, employees, agents, or donors (the "ACR Parties") be liable for damages arising out of or in connection with these Buffer Pool Terms, except to the extent caused by the ACR's negligence or willful misconduct.

UNDER NO CIRCUMSTANCES SHALL ANY ACR PARTY BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE BUFFER POOL TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE ACR PARTIES TO PROJECT PROPONENT OR ANY THIRD PARTIES UNDER OR IN CONNECTION WITH THESE

BUFFER POOL TERMS EXCEED THE AMOUNT OF FEES PAID BY PROJECT PROPONENT TO THE REGISTRY UNDER THE ACR MEMBER AGREEMENT. Project Proponent acknowledges and agrees that the foregoing limitations are independent of any remedy and will remain in full force and effect notwithstanding the failure of the essential purposes of any such remedy. The provisions of this section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

INDEMNIFICATION. Project Proponent agrees to indemnify and hold the ACR Parties harmless from any losses, damages, liabilities, judgments, settlements, fines, taxes, liens, impositions, encumbrances, penalties, claims, suits, costs and expenses, including reasonable attorneys' fees, arising out of or related to: (i) Project Proponent's breach of these Buffer Pool Terms; or (ii) violation by Project Proponent of any law or regulation, or the rights of a third party.

A.9 MODIFICATIONS

ACR reserves the right, in its sole discretion, to augment, segment, reformat, reconfigure, delete elements of, or otherwise modify at any time these Buffer Pool Terms or create new types or versions thereof. ACR shall provide Project Proponent with at least thirty (30) days' prior notice of material modifications to the Buffer Pool Terms. Such modifications shall be effective upon the date set forth in the notice. Continued use of the American Carbon Registry® by Project Proponent after the effective date set forth in the notice shall constitute acceptance of such modifications.

A.10 NOTICE

All notices and other communications required, made or permitted hereunder shall be made in the manner set forth in the Reversal Risk Mitigation Agreement. ACR also may provide notices of changes to the ACR Standard, the Buffer Pool Terms or other matters by displaying notices or links to notices to Project Proponents generally on the American Carbon Registry® website.

DEFINITIONS

Agriculture, Forestry, and Other Land Use (AFOLU)	A broad category of ACR-eligible project activities that reduce GHG emissions and/or enhance GHG removals through changes in agriculture, forestry, and land-use practices.
Buffer Contribution	The number of offsets contributed to the Buffer Pool for AFOLU projects with a risk of reversal.
Buffer Pool	An account managed by ACR as a reversal risk mitigation mechanism for AFOLU projects into which Project Proponents contribute a determined quantity of offsets to replace unforeseen losses in carbon stocks. The Buffer Contribution is a percentage of the project's reported offsets, the Minimum Buffer Percentage, determined through a project-specific assessment of the risk of reversal. The buffer contribution may be made in offsets of any type and vintage.
Cancel or Cancellation	The permanent removal of an offset credit from the Registry so that it cannot be transferred, transacted, retired or applied towards any emissions reduction targets as an ACR offset credit unit. If the offset credit has been canceled so that the equivalent can be reissued on another offset program, ACR no longer tracks the credit ownership and permanence (if applicable).
Intentional Reversal	The decrease of average carbon stocks within a project area below levels associated with previously issued offsets as a result of intentional, willful activity (e.g., harvesting, forest conversion) on the part of the Project Proponent or project owner(s). When carbon stocks decline in this way (i.e., negative stocks, relative to previous reporting), it is assumed that the carbon is released back into the atmosphere.
Minimum Buffer Percentage	An overall reversal risk rating for an AFOLU project based on the ACR Tool for Risk Analysis and Buffer Determination, which translates into the number of offsets that will be deposited in the ACR Buffer Pool at each issuance to mitigate the risk of reversals.
Minimum Project Term	The minimum period for which a Project Proponent commits to project continuance, monitoring, and verification.
Permanence	A reference to the perpetual nature of GHG removal enhancements and the risk that a project's atmospheric benefit will not be permanent (i.e. could be reversed). GHG removals may not be permanent if a project has exposure to risk factors such as intentional or unintentional events (e.g., fire, flood, insect infestation) that results in the emissions into the atmosphere of stored or sequestered CO ₂ e for which offset credits were issued.
Permanence Risk Analysis	To account for and mitigate against the risk of reversal in some AFOLU projects, ACR requires Project Proponents to conduct a risk analysis to determine the number of offsets that must be deposited in the ACR Buffer

Pool. The risk analysis evaluates several types of risk—project, economic, regulatory, and social and environmental/natural disturbance—and must be conducted using the ACR-approved tool.


Retire or Retirement	The permanent removal of an offset credit from circulation as a transactable unit so that it represents a permanent reduction or removal of CO ₂ e from the atmosphere. A retired credit may be applied toward the emissions reduction target of the ACR account holder that retired the credit, or on behalf of a third party.
Reversal	An intentional or unintentional event that results in the emissions into the atmosphere of stored or sequestered CO ₂ e for which offsets were issued.
Unintentional Reversal	The decrease of average carbon stocks within a project area below levels associated with previously issued ERTs as a result of natural disturbances. Examples include fire, disease, and insect infestations.
Validation/ Verification Body (VVB)	A competent and independent person, persons, or firm responsible for performing the validation and/or verification process. A VVB must be ACR-approved to conduct verification.
Verification	The systematic, independent, and documented assessment by a qualified and impartial third party of the GHG assertion for a specific reporting period. The verification process is intended to assess the degree to which a project complies with ACR-approved methodologies, tools, eligibility criteria, requirements, and specifications, and has correctly quantified net GHG reductions or removals.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: MAY 30, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: LEASE AGREEMENT WITH COLUMBIA MEMORIAL HOSPITAL FOR
USE OF EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153
DUANE STREET, AND CLOSURE OF 12TH STREET BETWEEN DUANE
AND EXCHANGE STREETS

DISCUSSION/ANALYSIS

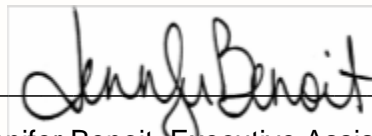
Columbia Memorial Hospital, on behalf of the Astoria Regatta Association is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events. The time frame for the lease would be for Saturday, August 11, 2018, from 6:00 a.m. to 6:00 p.m. Events include food, beverages, information booths, children's events, and live music.

It is requested that the Heritage Square site be leased for \$1.00. The Regatta activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. Association will provide liability insurance. Also attached to this memo is a draft Lease Agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

RECOMMENDATION

It is recommended that Council approve the Lease Agreement with Columbia Memorial Hospital for use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate the Regatta events scheduled for Saturday, August 11, 2018, for a total sum of \$1.00.

By: _____



Jennifer Benoit, Executive Assistant to
Astoria City Manager

LEASE AGREEMENT

FOR PROPERTY LOCATED ON THE EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153 DUANE STREET AND THE CLOSURE OF 12TH STREET BETWEEN DUANE AND EXCHANGE STREETS

PARTIES: This Agreement is entered into between the **CITY OF ASTORIA**, hereinafter referred to as CITY,

And the **COLUMBIA MEMORIAL HOSPITAL**, hereinafter referred to as ASSOCIATION.

PROPERTY: East Portion of Heritage Square, known as 1153 Duane Street, and consisting of Lots 1 - 14, Block 64, McClure's, and 12th Street between Duane Street and Exchange Street, hereinafter referred to as Property.

WHEREAS:

- A. ASSOCIATION desires to lease space from the CITY to provide a central location for event activities, including, but not limited to, public barbeque and other activities associated with the Astoria Regatta for the use and enjoyment by patrons of downtown businesses and all citizens of Astoria; and
- B. Assisting ASSOCIATION in securing a central community gathering place will provide economic and community development benefits to the public, and will also enhance the ability of CITY to attract consumers and tourists, and
- C. The use of the Property owned by the CITY can be enhanced through a lease to ASSOCIATION.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, it is agreed between the Parties as follows:

1. **LEASE PERIOD AND LEASE PAYMENT:** The lease from the CITY to ASSOCIATION shall run on Saturday, August 11, 2018 at a lease amount of \$1.00 for the entire length of the lease.
2. **CITY'S REPRESENTATIVE:** For purposes hereof, the CITY'S authorized representative will be Brett Estes, City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, bestes@astoria.or.us.

ASSOCIATION'S REPRESENTATIVE: For purposes hereof, the ASSOCIATION'S authorized representative will be Erik Thorsen, CEO, Columbia Memorial Hospital, Columbia Memorial Hospital | 2111 Exchange St | Astoria | OR | 97103, ethorsen@columbiamemorial.org.

3. **SCHEDULED USE:** CITY grants ASSOCIATION the exclusive use of Property for the purpose of providing an activity area from 6:00 a.m. to 6:00 p.m., Saturday, August 11, 2018 (changes must be negotiated between the Parties):
4. **PERMITS:** This Agreement constitutes permits for the street closure described in 1B above, and a sound amplification permit from 6:00 a.m. to 6:00 p.m. on Saturday, August 11, 2018.
5. **OLCC LICENSE:** ASSOCIATION will need to abide by all conditions of your temporary liquor license.
6. **PROHIBITED USES:** No religious symbols or presentations will be used or presented by ASSOCIATION or any participant on the property during the term of the Agreement.
7. **CONDITION OF PROPERTY:** ASSOCIATION shall be responsible for all trash removal related to their use of the Property during the Agreement times and period, and any costs associated with cleaning the Property at the conclusion of any daily use. ASSOCIATION agrees to make an effort to provide recycling opportunities for glass, plastic and metal beverage containers. ASSOCIATION further agrees to keep the Property in as good or better condition than it was at the commencement of this Agreement.
8. **DAMAGES AND CLEAN-UP COSTS:** If there is damage to the property or clean-up costs related to the use under this Agreement, ASSOCIATION shall pay these damages or costs. Failure to pay said amounts will result in subsequent collection actions, and also will be grounds for termination under Section 11.
9. **SPECIFIC ISSUES:**
 - A. No vehicles or trailers permitted on Heritage Square Area (Lots 4, 5, 10, 11).
 - B. No vehicles, driving, parking, vendor stands, or storage of goods off paved surfaces.
 - C. Electrical hookup and water hose use must be coordinated with the City of Astoria.
 - D. No liquid or other wastes are to be dumped down storm drains.
 - E. ASSOCIATION is allowed to place temporary signs that must be removed at the conclusion of the Agreement.
 - 1) All signage is limited to announcing ASSOCIATION'S location and/or hours of operation and activities, and for parking control.
 - 2) All signage must comply with City sign codes and the Manual of Uniform Traffic Control Devices.
 - F. ASSOCIATION shall insure that public sidewalks are not encumbered and the free passage of pedestrians on sidewalks is not impeded.
 - G. The ASSOCIATION will comply with Astoria Code 5.025(11) governing amplified sound.

H. ASSOCIATION will ensure that its use of the parking area east of Heritage Square will be fully cleared by 8:00 p.m., August 11, 2018, and ready for use by Sunday Market.

10. **INSURANCE:** ASSOCIATION shall maintain general liability insurance in an amount of at least \$100,000 for damages to property and at least \$1,000,000 for injury to persons including death. The CITY shall be provided a Certificate of Insurance naming the CITY as an additionally insured.
11. **TERMINATION:** Notwithstanding that this Agreement contemplates a one day period, this Agreement may be terminated by the CITY at any time should the ASSOCIATION fail to comply with any of the provisions of this Agreement. Termination shall be made either in writing by hand delivery or by email to ASSOCIATION'S authorized representative not less than 12 hours prior to the date and hour of termination. Termination will not result in a refund by the CITY to ASSOCIATION for any monies paid.
12. **NON-ASSIGNABILITY:** This Agreement is personal to ASSOCIATION, and the CITY relies on ASSOCIATION to comply with and to receive the benefits of this Agreement.
13. **COMPLIANCE WITH APPLICABLE LAWS:** ASSOCIATION shall comply with all applicable city, state and federal laws and regulations, including, but not limited to, license requirements.
14. **LICENSES:** Any vendor using the Property during the Agreement shall have on file with CITY a valid Occupational Tax License.
15. **SUPERVISION OF PARTICIPANTS:** ASSOCIATION agrees to exercise exclusive control and supervision over its members, ASSOCIATION sponsored activities and organizations, and persons or businesses that sell products on the Property at the time specified for ASSOCIATION occupancy of the premises. ASSOCIATION will publish rules and expectations for these participants.
16. **NONDISCRIMINATION**

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

17. **HOLD HARMLESS:** ASSOCIATION and its successors and assigns shall completely protect and save, defend and hold harmless the CITY, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, suffered or alleged to

have been suffered all or in part by any person or property arising out of or in connection with the use or occupancy of the Property by ASSOCIATION.

18. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, including costs and disbursements and reasonable attorney fees.

IN WITNESS WHEREOF, the Parties have, on this _____ day of _____, 2018, set their hands by and through their duly authorized agents.

THE CITY OF ASTORIA


COLUMBIA MEMORIAL HOSPITAL

By: _____
Arline LaMear, Mayor

By: _____
Erik Thorsen, CEO

By: _____
Brett Estes, City Manager

APPROVED AS TO FORM:



City Attorney



May 29, 2018

Astoria City Council
Astoria City Hall
1095 Duane Street
Astoria, OR 97103

RE: 2018 Astoria Regatta's Regatta Square

Dear Astoria City Council,

The Astoria Regatta Festival will be celebrating its 124th year this coming August. Columbia Memorial Hospital (CMH) will be hosting the Astoria Regatta Square this year on August 11, 2018. We would like to get permission from the Astoria Development Commission to use the east portion of Heritage Square, known as 1153 Duane Street, and consisting of Lots 1 -14, Block 64, McClure's, and 12th Street between Duane Street and Exchange Street on August 11th from 6 AM to 6 PM to accommodate set-up and tear down of the site. We will use this site to host the Regatta Square event running from 11 AM to 4 PM and consisting of food, information booths, kids' fun zone, and live music on our main stage.

Regatta Square has grown in popularity since its inception, and we are hoping to continue to provide a great event where families can enjoy the parade, bands, food, and education. Thank you very much for your consideration. Please feel free to contact me with any questions.

Sincerely,



Erik Thorsen

CEO, Columbia Memorial Hospital

ethorsen@columbiamemorial.org



Columbia Memorial Hospital
2111 Exchange Street
Astoria, OR 97103
503-325-4321

CMH Medical Group
2111 Exchange Street
Astoria, OR 97103
503-325-4321


Lower Columbia Hospice
2111 Exchange Street
Astoria, OR 97103
503-338-6230



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: MAY 24, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACT
EXCESSIVE FORCE RESOLUTION

BACKGROUND

In March, 2018, the City was awarded a grant of \$400,000 for the Northwest Oregon Regional Housing Program. The purpose of the grant is to provide no interest loans to low and moderate income homeowners in Astoria.

A condition of receiving the grant is that the City must adopt an Excessive Force policy, which states that the City's law enforcement personnel shall not use excessive force against any individuals engaged in nonviolent civil rights demonstrations. The resolution allows the City to enforce applicable state and local laws that prohibit physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations. Chief Spalding has reviewed the draft and has no concerns with the language.

RECOMMENDATION

It is recommended that the Council adopt the resolution.

Prepared By: 

Mike Morgan, Interim Planner

Attachment:

Resolution 18-

IN THE CITY COUNCIL FOR THE CITY OF ASTORIA

RESOLUTION REGARDING
THE USE OF FORCE BY LAW
ENFORCEMENT PERSONEL

)
)
)
)
)

WHEREAS the subject of police use of force continues to be a subject of public discussion and concern; and

WHEREAS the citizens of the City of Astoria are entitled to know of the City's policy in this regard; and

WHEREAS the Community Development Block Grant program of the State of Oregon requires each of its municipal grantees to publicly affirm its policies with respect to police use of force.

Now therefore it is hereby resolved that :

- (1) Law enforcement personnel of the City of Astoria may only use physical force upon another person when and to the extent that the peace officer reasonably believes it necessary. This policy includes the potential use of force against individuals engaged in nonviolent civil rights demonstrations, and
- (2) Law enforcement personnel of the City of Astoria shall comply with any applicable state and local laws that prohibit physically barring entrance to or exit from any facilities or locations within its jurisdiction which are the subject of nonviolent demonstrations including demonstrations involving civil rights.

Dated this ____ day of June 2018.

CITY COUNCIL FOR THE
CITY OF ASTORIA, OREGON

Arline LaMear, Mayor

Zetty Nemlowill, Councilor, Ward 1

Tom Brownson, Councilor, Ward 2

Cindy Price, Councilor, Ward 3

Bruce Jones, Councilor, Ward 4

**CITY OF ASTORIA**

Founded 1811 • Incorporated 1856

MEMORANDUM

DATE: MAY 30, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BLAIR HENNINGSGAARD, CITY ATTORNEY
SUBJECT: ORDINANCE APPROVING RENEWAL OF CHARTER FRANCHISE

INTRODUCTION

Attached is a proposed ordinance granting Falcon Community Ventures I, known locally as Charter Communications, a renewed city franchise to locate transmission lines in City rights of way.

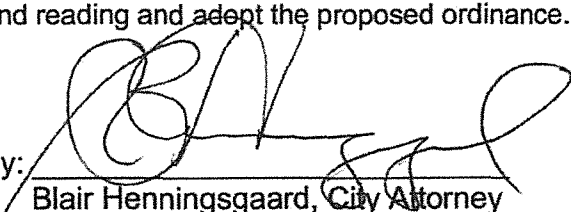
DISCUSSION/ANALYSIS

A public hearing and the first reading of this ordinance was held at the May 7, 2018 City Council Meeting. At the May 21, 2018 meeting Council accepted modifications to the ordinance requested by Charter. Councilor Brownson read those changes fully and distinctly as required by Chapter VIII §8.2 (4) of the Charter of the City of Astoria. This ordinance is brought forward for a second reading and adoption

RECOMMENDATION

It is recommended that Council conduct the second reading and adopt the proposed ordinance.

Prepared by:


Blair Henningsgaard, City Attorney

ORDINANCE NO.

AN ORDINANCE GRANTING FALCON COMMUNITY VENTURES I, LIMITED PARTNERSHIP, LOCALLY KNOWN AND REFERRED TO HEREIN AS CHARTER COMMUNICATIONS, A NONEXCLUSIVE FRANCHISE TO PROVIDE, CABLE SERVICES TO THE CITY OF ASTORIA, THE INHABITANTS THEREOF AND OTHERS, SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED IN THE ORDINANCE; AND PROVIDING FOR THE REPEAL OF THE EXISTING FRANCHISE AGREEMENT DATED FEBRUARY 1, 2001.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Grant of Franchise. The City of Astoria (“City” or Grantor”) hereby grants to Falcon Community Ventures I, Limited Partnership, locally known and referred to herein as Charter Communications (“Charter” or “Grantee”) a nonexclusive franchise to erect, construct, operate and maintain in, upon, along, across, above, over and under Rights of Way, poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and provision of a Cable System. This Franchise neither authorizes nor restricts telecommunications or other non-cable services. Charter shall make Cable Service distributed over the Cable System available to every residence within the Service Area where it currently provides Cable Service. Charter shall have the right, but not the obligation, to extend the Cable System into any other portion of the City, including annexed areas. The Cable Service will be provided at Charter’s published rate for standard installations if such residence is located within one hundred twenty five (125) feet of Charter’s feeder cable.

SECTION 2. Definitions.

“Cable Service” has the meaning set forth in 47 U.S.C. § 522, specifically: (A) the one-way transmission to subscribers of: (i) video programming, or (ii) other programming service; and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

Cable System” has the meaning set forth in 47 U.S.C. § 522, specifically: a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of subchapter II of Title 47, U.S.C., Chapter 5, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. § 541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with 47 U.S.C. § 573; or (E) any facilities of any electric utility used solely for operating its electric utility system.

“FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

“Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by Charter from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by Charter from Subscribers for pass-through to a government agency, including any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.

“Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

“Rights of Way” mean the present and future streets, sidewalks, bridges, alleys, easements and other public ways dedicated for compatible uses now or hereafter held by the City, which shall entitle Charter to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

“Service Area” shall mean the geographic boundaries of the City and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 8 (annexation) hereto.

“State” shall mean the State of Oregon.

“Subscriber” shall mean any Person lawfully receiving Cable Service from Charter.

SECTION 3. Term. The term of this Franchise shall commence on the date of acceptance by Charter as set forth in Section 4 below for ten (10) years or unless lawfully revoked pursuant to Section 20 herein.

SECTION 4. Acceptance by Charter. Within sixty (60) days after the passage of this ordinance by the City, Charter shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 5. Non-Exclusive Franchise. Any right to use and occupy the Rights of Way shall be nonexclusive and the City reserves the right to use the Rights of Way for itself and to grant others the right to use its Rights of Way.

SECTION 6. City Regulatory Authority. This Franchise is a contract and neither party may take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the City. Notwithstanding the foregoing, Charter agrees to comply with the terms of any generally applicable and nondiscriminatory local ordinance necessary to the safety, health, and welfare of the public which is lawfully adopted pursuant to the City’s general police power.

SECTION 7. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that is caused by the construction, operation or maintenance by Charter of its Cable System. Charter shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind arising from Charter's use of the Rights of Way within the City, and shall pay the costs of defense for any claim, demand or lien brought thereunder, provided that the City shall give Charter written notice of its obligation to indemnify the City within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding any provision hereof to the contrary, Charter shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees, or from the City's use of the Cable System, including any PEG channels.

SECTION 8. Annexation. Upon the annexation of any territory to the City, the City shall promptly provide notice to Charter. The provisions of this Franchise shall extend to the annexed territory, subject to Section 1 and the conditions set forth below. The City shall also notify Charter in writing of all new street address assignments or changes within the City. Any identified Subscriber addresses shall be included in Grantee's franchise fee calculations within ninety (90) days after receipt of the annexation notice, which shall include the addresses that will be moved into the City in an Excel format or in a format that will allow Charter to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Charter shall include the identified Subscriber addresses in the franchise fee calculations within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent to the addresses set forth in Section 22. In any audit of franchise fees due under this Franchise, Charter shall not be liable for franchise fees on annexed areas unless and until Charter has received notification and information that meets the standards set forth in this section.

SECTION 9. Planning, Design, Construction and Installation of Company Facilities.

9.1. Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

9.2. Construction Standards and Requirements. All of Charter's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

9.3. Safety. Charter shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

9.4. Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

9.5. General Conditions. Charter shall utilize existing poles, conduits and other facilities whenever technically and economically feasible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the City.

9.6. Location of Facilities. Unless otherwise agreed to in writing, Charter shall, at its own expense, locate all new facilities underground within the district described in the Code of Astoria §9.215. In other neighborhoods where existing utilities are located underground in City rights-of-way, new facilities shall be located underground if commercially reasonable to do so.

9.7. Construction Codes and Permits. Charter shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Rights of Way within the City. The City shall cooperate with Charter in granting any permits required, providing such grant and subsequent construction by Charter shall not unduly interfere with the use of such Rights of Way.

9.8. System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. Charter shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by Charter shall be placed in such a manner as not to interfere with the usual travel on such public way.

9.9. Construction and Restoration. When Charter, or any person acting on its behalf, does any work in or affecting any rights-of-way, it shall, at its own expense, comply with applicable federal, state and local laws, codes, ordinances, rules and regulations.

9.10. Relocation of Utility Facilities. Charter shall, at no cost to the City, temporarily or permanently remove, relocate, change or alter the position of any utility facility within a right-of-way, including relocation of aerial facilities underground, when requested to do so in writing by the City for public safety or public convenience.

Nothing herein shall be deemed to preclude Charter, subject to OAR 860-022-0046 or other applicable agreement, franchise, law or regulation, from requiring reimbursement or compensation from a third party whose project is the reason for relocating utilities.

The City shall provide written notice of the time by which Charter must remove, relocate, change, alter or underground its facilities. Prior to providing such notice, the Director shall meet with Charter to establish a reasonable timeline for such action. If Charter fails to remove, relocate, alter or underground any utility facility as requested by the City and by the reasonable date established by the City, Charter shall pay costs to remove, relocate, alter or underground the Charter facilities that were subject of the notice. Upon receipt of a detailed invoice from the City,

Charter shall reimburse the City for the costs of said removal, relocation, alteration or undergrounding that the City incurred within thirty (30) days.

9.11. Performance Monitoring. Charter shall test the Cable System consistent with the FCC regulations.

SECTION 10. Vegetation Management. Charter Communications or its contractor may prune all trees and vegetation which overhang the Rights of Way, whether such trees or vegetation originate within or outside the Rights of Way, to prevent the branches or limbs or other part of such trees or vegetation from interfering with Charter Communication's Utility Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and branches with a diameter greater than two inches shall be pruned under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Charter Communications when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 11. Compensation.

11.1. In consideration of the rights, privileges, and franchise hereby granted, Charter shall pay to the City, five percent (5%) of the annual Gross Revenue. Payment of the fee due the City shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by the City. The payment period and the collection of the franchise fees that are to be paid to the City pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise. In the event of a dispute, the City, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges. Upon thirty (30) days written notice to Grantee, the Grantor shall have the right to audit the books and records of Grantee to determine whether Grantee has paid the franchise fees owed. If there is a dispute as to whether a particular item of revenue is within the scope of the term "Gross Revenues" and Grantee withholds revenue records on the ground that the revenues are not subject to the franchise fee, Grantee agrees that it will provide a certified statement describing the nature of the revenues contained in the records withheld. Said audit shall be conducted no more often than annually, and the audit period shall not be any greater than the previous three (3) years. The audit shall not last longer than six (6) months. Any undisputed additional amounts due to the Grantor as a result of the audit shall be paid within sixty (60) days following written notice to Grantee by the Grantor, which notice shall include a copy of the audit findings. All amounts due under this Section 11 shall be subject to review by the City, and Charter shall provide books and records for the specific purpose of determining the Gross Revenues of Charter and the accuracy of amounts paid as franchise fees to the City, provided that any audit or review must be commenced not later than thirty-six (36) months after the date on which franchise fees were due. Any undisputed additional amounts due to the City as a result of the audit shall be paid within sixty (60) days following written notice to Charter by the City, which notice shall include a copy of the audit findings. If the Grantor's audit discloses an underpayment of Franchise Fees by ten (10) percent or more, Grantee shall reimburse the Grantor for the cost of the audit up to three thousand dollars (\$3,000) within sixty (60) days of the Grantor's written demand for the same.

11.2. The franchise fee shall be in addition to taxes of general applicability owed to the City by Charter that are not included as franchise fees under Federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Charter chooses, consistent with Federal law.

11.3. Upon thirty (30) days written request, but no more than once per year, Charter shall provide a report to the City Council consisting of the following: (a) Summary of Charter's activities during the previous year, including current program offerings, any operational changes, or improvements to services within the City; (b) Planned changes for the current year, including any operational changes or improvements to property or structures related to services within the City; (c) Charter's Gross Revenue for the previous year.

11.4. In the event that any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from such due date, at the annual rate of one percent (1%) over the prime interest rate. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

SECTION 12. Customer Service.

12.1. Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's Rules and Regulations, as such may be amended from time

12.2. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Charter are honored.

SECTION 13. Cable Programming

13.1. Programming Services: Charter shall offer to all Customers broad categories of programming.

13.2. Access to Service: Charter shall comply at all times with all applicable Federal and state laws and regulations relating to nondiscrimination. Charter shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens in the City of Astoria on the basis of age, disability, race, religion, color, national origin, sex, sexual orientation, or gender identity/expression. However, nothing in this Section prevents Charter from phasing in new services, at new rates and charges, or from engaging in reasonable promotional activities.

SECTION 14. Community Programming. At the request of the City, and upon sixty (60) days prior written notice to Charter, Charter shall provide one channel on the Cable System for use by the City for non-commercial, video programming for public, education and government ("PEG") access programming. The PEG channel may be placed on any tier of service available to subscribers. The City may utilize the PEG channel as follows: the City shall provide original programming on the channel(s) with first run or first re-run programming to occupy seventy percent (70%) of the hours between 11 am and 11pm for any twelve consecutive week period. In the event the programming levels set forth herein are not maintained or if the City does not adequately use the channel, Charter reserves the right to have the channel returned to Charter for Charter's use. Charter shall provide City with sixty (60) days prior written notice informing City

when programming levels set forth herein are not being maintained. Charter reserves the right to utilize the PEG channel only after City has been notified and City has not cured within sixty (60) days from receipt of said notice. In the event that Charter exercises its right to utilize the PEG channel after the sixty (60) day cure period elapses, Charter shall notify its Customers of its intention to utilize the PEG channel by providing Customers with a thirty (30) day prior written notice. In addition, Charter may use the designated channel during those hours that the City is not using the channel. The City shall indemnify, save and hold harmless Charter from and against any and all liability resulting from the City's use of the aforementioned PEG channel whether City operates the PEG channel from City's facilities, a third party's facilities, or from Charter's facilities. Charter has the option to air the PEG channel in analog, digital or other format. Charter shall not be responsible for operating and managing the PEG channel including approving any PEG programming and/or for obtaining releases from programmers for any PEG programming. City reserves the right to permit a third party to operate and manage the PEG channel on the City's behalf. The PEG channel shall not be used for commercial purposes, such as leasing capacity, advertising or any use whatsoever that may generate revenue for the City or compete with current or future services provided by Charter.

SECTION 15. Renewal. Any proceedings undertaken related to the renewal of this franchise shall be governed by and comply with the provisions of Section 626 of the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq. or any such successor statute.

SECTION 16. No Waiver. Neither City nor Charter shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 17. Transfer of Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with Charter, without the prior consent of the City, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Charter in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the City shall notify Charter in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee.

If the City has not taken action on Charter's request for transfer within one hundred twenty (120) days after receiving such request, consent by Charter shall be deemed given.

SECTION 18. Amendment. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the City and Charter.

SECTION 19. Enforcement.

19.1. Notice of Violation. If the City believes that Charter has not complied with the terms of the Franchise, the City shall first informally discuss the matter with Charter. If these discussions do not lead to resolution of the problem, the City shall notify Charter in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

19.2. Charter’s Right to Cure or Respond. Charter shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the City, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed.

19.3. Public Hearing. If Charter fails to respond to the Violation Notice received from the City, or if the default is not remedied within the cure period set forth above, the City shall schedule a public hearing if it intends to continue its investigation into the default. The City shall provide Charter at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the City in a newspaper of general circulation. Charter shall have the right to present evidence and to question witnesses. The City shall determine if Charter has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Charter may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

19.4. Enforcement. Subject to applicable federal and State law, in the event the City, after the hearing set forth in subsection 19.3 above, determines that Charter is in default of any provision of the Franchise, the City may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 20 below.

Charter shall not be required to pay any penalties unless ordered by a court of competent jurisdiction.

SECTION 20. Revocation

20.1. Prior to revocation or termination of the Franchise, the City shall give written notice to Charter of its intent to revoke the Franchise on the basis of a pattern of noncompliance by Charter, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. Charter shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the City has not received a satisfactory response from Charter, it may then seek to revoke the Franchise at a

public hearing. Charter shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.

20.2. At the hearing, the City shall give Charter an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to Charter within ten (10) business days. The decision of the City shall be made in writing and shall be delivered to Charter. Charter may appeal such determination to an appropriate court, which shall have the power to review the decision of the City *de novo*. Charter may continue to operate the Cable System until all legal appeals procedures have been exhausted.

20.3. Notwithstanding the above provisions, Charter does not waive any of its rights under federal law or regulation with respect to revocation of its franchise.

SECTION 21. Discontinuance and Removal of the System: To the extent not inconsistent with applicable law or to the extent that the Grantee has no separate authority to occupy the rights-of-way, upon the revocation of this Franchise, either (a) by mutual agreement of City and Charter, (b) by Charter's acquiescence, or (c) by a final order of a court which Charter either does not appeal or from which there is no further right of appeal, then the following shall occur: Charter shall at the direction of City cease the provision of Cable Services and shall remove its Cable System, including all supporting structures, poles, transmission and distribution portions of the system and other appurtenances, fixtures or property from the streets and Public Ways, in, over, under, along, or through which they are installed within six (6) months of the revocation, termination, or expiration except that (a) Charter may abandon its facilities in place with City's consent, and (b) Charter shall not remove underground facilities without City's consent in advance, which shall not be unreasonably withheld. Prior to any removal Charter shall notify City and persons owning property abutting Public Ways where removal will occur. Charter shall also restore any property, public or private, to the condition in which it existed prior to the installation, erection or construction of its Cable System, including any improvements made to such property subsequent to the construction of its Cable System. Restoration of streets and Municipal property, including, but not limited to, the Public Ways, shall be in accordance with the directions and specifications of City, and all applicable laws, ordinances and regulations, at Charter's sole expense. If such removal and restoration is not completed within six (6) months after the revocation, termination, or expiration, all of Charter's property remaining in the affected streets and Public Ways shall, at the option of City, be deemed abandoned and shall, at the option of City, become its property or City may obtain a court order compelling Charter to remove same. In the event Charter fails or refuses to remove its Cable System or to satisfactorily restore all areas to the condition in which they existed prior to the original construction of the Cable System, City, at its option, may perform such work and if such work is performed within four (4) years of the revocation, termination or expiration of this Franchise collect the costs thereof from Charter. At least thirty (30) days prior to commencing any construction, reconstruction, repair, extension or expansion of the cable system, if required by the City, Charter shall provide to the City a construction bond securing faithful performance by Charter of the work to be done for major construction, repair, extension or expansion projects affecting the Cable System. The bond shall be released upon final approval of Charter's construction work by the City.

SECTION 22. Notices. Unless otherwise specified herein, all notices, reports or demands from Charter to the City pursuant to or concerning this Franchise shall be delivered to the City Manager's Office, Astoria City Hall, 1095 Duane Street, Astoria, Oregon, 97103. Unless otherwise specified herein, all notices from the City to Charter pursuant to or concerning this Franchise shall be delivered to the Director, Government Relations, Charter, 222 NE Park Plaza Drive, #231, Vancouver, WA 98684, with an email copy to marion.jackson@charter.com, and with a copy to Vice President, Government Relations, Charter, 12405 Powerscourt Drive, St. Louis, MO 63131. Notices shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth above, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express. The City and Charter shall notify the other party of any changes to this section.

SECTION 23. Force Majeure. Charter shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of Charter to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other Acts of God, strikes, work delays caused by waiting for utility providers to service or monitor their utility poles to which Charter's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

SECTION 24. Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between City and Charter and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

SECTION 25. Minor Violations. Furthermore, the parties hereby agree that it is not the City's intention to subject Charter to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the City, or where strict performance would result in practical difficulties and hardship to Charter which outweighs the benefit to be derived by the City and/or Subscribers.

SECTION 26. Action of Parties. In any action by the City or Charter that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

SECTION 27. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which **will** remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 28. Insurance.

- A. Charter shall maintain throughout the term of the Franchise insurance written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273, as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$5,000,000 per occurrence C.S.L.

- B. The City shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. Charter shall furnish the City with current certificates of insurance evidencing such coverage upon request.

SECTION 29. Records, Reports and Map

29.1. Reports Required. Charter's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as Charter's policy in connection with its Subscribers shall be filed with the City upon request.

29.2. Records Required. Charter shall at all times maintain: A record of all written complaints received regarding interruptions or degradation of Cable Service, for one (1) year and a full and complete set of plans, records and strand maps showing the location of the Cable System.

29.3. Inspection of Records. Charter shall permit any duly authorized representative of the City, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Charter's records maintained by Charter as is reasonably necessary to ensure Charter's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that Charter may organize the necessary books and records for easy access by the City. Charter shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. Charter shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The City agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Charter makes

the City aware of such confidentiality. If the City believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise Charter in advance so that Charter may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the City agrees that, to the extent permitted by State and federal law, it shall deny access to any of Charter's books and records marked confidential, as set forth above, to any Person.

SECTION 30. Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Charter recorded on the signature page of this Franchise ("Effective Date"). This Franchise shall expire ten (10) years from the Effective Date unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

SECTION 31. Change of Law. Should any change to State or Federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service in the City, then Charter may request that the City modify this Franchise to ameliorate the negative effects of the change on Charter. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Charter may terminate this Franchise without further obligation to the City other than those set forth in Section 21 of this Franchise or the parties may agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

SECTION 32. Repeal. Upon the effective date of this ordinance, the existing franchise granted by the City to Charter, effective February 1, 2001, as extended by the City, shall be repealed.

SECTION 33. Franchise Requirements for Other Franchise Holders.

In the event that the City grants one (1) or more Franchise(s) or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the Grantee it shall not make the grant on more favorable or less burdensome terms. If Grantee finds that the agreement(s) granting said other Franchise(s) contain provisions imposing lesser obligations on the Grantee(s) thereof than are imposed by the provisions of this Franchise, Grantee may petition City for a modification of this Franchise. The Grantee shall be entitled, with respect to said lesser obligations to such modification(s) of this Franchise as may be determined to be necessary to insure fair and equal treatment by this Franchise and said other agreements.

In the event that a non-franchised multichannel video programming distributor provides Cable Services to the residents of the City, Grantee shall have a right to request Franchise amendments that relieve the Grantee of regulatory burdens that create a competitive disadvantage to the Grantee. In requesting amendments, the Grantee shall file a petition seeking to amend the Franchise. Such petitions shall:

1. Indicate the presence of a non-Franchised competitor(s);
2. Identify the basis for Grantee's belief that certain provisions of the Franchise place Grantee at a competitive disadvantage; and
3. Identify the regulatory burdens to be remanded or repealed in order to eliminate the competitive disadvantage.

The City shall not unreasonably withhold granting the Grantee's petition and so amending the Franchise.

PASSED by the City Council of the City of Astoria, Oregon this 4th day of June 2018.

MAYOR

ATTEST:

FINANCE DIRECTOR

ACCEPTED this _____ day of _____, 2018, subject to applicable federal, State and local law.

Falcon Community Ventures I, Limited Partnership,
1/k/a Charter Communications

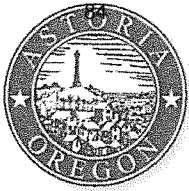
By: Charter Communications VII, LLC its General Partner

By: Charter Communications Inc., its Manager

Signature: _____

Name/Title: _____


Date: _____



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: MAY 7, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PUBLIC HEARING AND RESOLUTION TO ADOPT THE CITY OF
ASTORIA BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2018

DISCUSSION/ANALYSIS

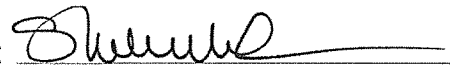
Oregon Local Budget Law requires the City Council hold a public hearing on the budget, as recommended for approval by the Budget Committee. Notice of this hearing, scheduled for June 4, 2018, was published in the Daily Astorian on Friday, May 18, 2018.

The budget for the City of Astoria, as discussed and recommended for approval by the Budget Committee, is ready for the City Council to consider for adoption. Copies of the approved budget were previously distributed to the Council. The budget was also posted on the City's website and is available in hard copy at the Finance Department and the Astoria Public Library.

The attached resolution will adopt resources and appropriations and authorize the collection of taxes at a rate of \$ 8.1738 per thousand for Fiscal Year beginning July 1, 2018.

RECOMMENDATION

It is recommended City Council hold a public hearing on the Fiscal Year July 1, 2018 through June 30, 2019 budget, as approved by the Budget Committee. After the hearing, it is recommended that the Council consider the resolution to adopt the budget.

By: 

Susan Brooks, Director of Finance
and Administrative Services

**A RESOLUTION TO ADOPT BUDGET, MAKE APPROPRIATIONS, DECLARE TAX LEVIES AND
CATEGORIZE TAXES FOR THE CITY OF ASTORIA BEGINNING July 1, 2018**

WHEREAS, in accordance with ORS 294.456, the City Council is required to adopt the budget, make appropriations, declare tax levies and categorize taxes by resolution; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA:

Section 1. That the City Council of the City of Astoria hereby adopts the budget as approved by the Budget Committee for FY 2018-19 in the total sum of \$ 40,230,088, now on file at City Hall.

Section 2. That the expenditures for the fiscal year beginning July 1, 2018, and for the purposes shown below, are hereby appropriated as follows:

General Fund

City Council	13,760
City Manager	315,710
Municipal Court	156,900
Finance	750,555
City Attorney	89,000
Community Development	403,510
City Hall	54,380
Fire	1,993,415
Police	2,836,900
Library	531,275
Contingency	2,559,601
Transfers to Other Funds	1,672,989
Nondepartmental-Unallocated	706,380
FUND TOTAL	12,084,375

Capital Improvement Fund

City Hall	14,000
Community Development	89,500
Fire	18,700
Police	72,900
Library	108,000
Parks - Aquatic Center	16,000
Parks-Recreation/Administration	163,870
Parks-Maintenance	-
Public Works-Engineering	170,500
Public Works-Shop and Yard	5,000
Public Works-Water	45,500
Materials & Services-Unallocated	49,200
Capital Outlay-Unallocated	115,500
Debt Service	204,630
Contingency	150,000
FUND TOTAL	1,223,300

Unemployment Fund

Finance	10,600
Contingency	1,000
FUND TOTAL	11,600

Public Works Improvement Fund

Shop and Yard	348,000
Streets	13,000
Sewer	365,000
Stormwater	200,000
Water	381,000
Transfer to Other Funds	300,000
Debt Service	362,150
Contingency	256,670
FUND TOTAL	2,225,820

Public Works Capital Reserve Fund

Water	460,000
Contingency	100,000
FUND TOTAL	560,000

Waterfront Bridge Replacement Fund

Engineering	255,561
Contingency	1,000
FUND TOTAL	256,561

Local Impr. Debt Service Fund

Transfer to Other Funds	50,000
Contingency	20,000
FUND TOTAL	70,000

East Astoria Waterline Debt Service Fund

Transfer to Other Funds	14,750
FUND TOTAL	14,750

7th Street Dock LID Debt Svc Fund

Transfer to Other Funds	395
FUND TOTAL	395

Combined Sewer Overflow (CSO) Debt Service Fund

Sewer	48,430
Debt Service	1,768,010
Transfers to Other Funds	150,000
Contingency	50,000
FUND TOTAL	2,016,440

Revolving Loan Fund

Finance	130,000
Contingency	19,500
FUND TOTAL	<u>149,500</u>

Building Inspection Fund

Community Development	232,250
Transfers to Other Funds	20,800
Contingency	75,000
FUND TOTAL	<u>328,050</u>

Emergency Communications Fund

Emergency Communications	1,606,990
Transfers to Other Funds	25,000
Contingency	150,000
FUND TOTAL	<u>1,781,990</u>

Special Police Projects Fund

Police	15,730
Contingency	2,910
FUND TOTAL	<u>18,640</u>

Parks Project Fund

Parks-Maintenance	78,910
FUND TOTAL	<u>78,910</u>

Maritime Memorial Fund

Parks-Maintenance	126,100
FUND TOTAL	<u>126,100</u>

Parks Operation Fund

Aquatics	920,410
Recreation/Administration	1,212,620
Maintenance	643,530
FUND TOTAL	<u>2,776,560</u>

Astoria Road District Fund

Streets	695,000
Contingency	100,000
FUND TOTAL	<u>795,000</u>

State Tax Street Fund

Streets	615,000
Contingency	100,000
FUND TOTAL	<u>715,000</u>

Trails Reserve Fund

Streets	47,470
FUND TOTAL	<u>47,470</u>

Community Development Block Grant Fund

Community Development	400,000
FUND TOTAL	<u>400,000</u>

Public Works Fund

Engineering	1,106,860
Shop & Yard	568,150
Streets	616,920
Sanitation	87,080
Sewer	1,204,370
Stormwater	221,010
Water	1,606,950
Transfers to Other Funds	1,679,420
Contingency	141,230
FUND TOTAL	<u>7,231,990</u>

Cemetery Fund

Parks-Maintenance	38,826
FUND TOTAL	<u>38,826</u>

17th Street Dock Fund

Public Works-Engineering	230,000
Public Works-Shop and Yard	115,000
Transfer to Other Funds	146,500
Debt Service	135,500
Contingency	30,950
FUND TOTAL	<u>657,950</u>

Aquatic Facility Trust

Parks-Aquatics	1,330
FUND TOTAL	<u>1,330</u>

Astoria Public Library Endowment Fund

Library	37,180
FUND TOTAL	<u>37,180</u>

Promote Astoria Fund

City Manager	25,000
Finance	431,510
Police	22,000
Parks-Maintenance	174,650
Transfer to Other Funds	360,350
Public Works-Engineering	363,000
Contingency	200,000
FUND TOTAL	<u>1,576,510</u>

Logan Memorial Library Fund

Library	903,750
FUND TOTAL	<u>903,750</u>

Library Renovation Fund

Library	7,730
FUND TOTAL	<u>7,730</u>

TOTAL	
APPROPRIATIONS	<u>36,135,727</u>

Section 3. That the City Council of the City of Astoria hereby imposes taxes provided for in the adopted budget at the rate of \$8.1738 per \$1,000 of assessed value for operations.

Section 4. That, in accordance with ORS 310.060(2), the taxes imposed in Section 3 are categorized as General Government taxes subject to the limits of Section 2, Article XI of the Oregon Constitution.

Section 5. That the Finance Director will file this resolution with the Clatsop County Clerk and the County Assessor on or before July 15, 2018.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2018.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2018.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION

Councilor

Mayor

Nemlowill
Brownson
Price
Jones
LaMear

YEA

NAY


ABSENT



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT


DATE: MAY 7, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: RESOLUTION TO ELECT TO RECEIVE STATE SHARED REVENUES

DISCUSSION/ANALYSIS

Oregon Revised Statute 221.770 requires the City to adopt a resolution to declare its intent to receive state revenue for each new fiscal year. State shared revenues include the state gas tax, alcohol tax, cigarette tax and state shared revenues. The attached resolution expresses the City's intention to receive state shared revenues for FY 2018 - 19.

RECOMMENDATION

It is recommended the City Council hold a public hearing regarding intention to receive state shared revenues for FY 2018-19 as approved by the Budget Committee. After the hearing, it is recommended that City Council consider the resolution declaring the City's election to receive State Revenues.

By: 

Susan Brooks, Director of Finance
and Administrative Services



Oregon

Kate Brown, Governor

Department of Administrative Services

Enterprise Goods and Services, Shared Financial Services

155 Cottage St. NE

Salem, OR 97301-3972

(503)373-0314

FAX (503)373-1273

RETURN TO:

DEPARTMENT OF ADMINISTRATIVE SERVICES
SHARED FINANCIAL SERVICES
ATTN Valya Rizzo
155 COTTAGE ST NE
SALEM OR 97301-3972

AN ORDINANCE/RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE STATE REVENUES

The City of ASTORIA ordains as follows:

Section 1. Pursuant to ORS 221.770, the city hereby elects to receive state revenues for fiscal year 2018-2019.

Passed by the Common Council the _____ day of _____, 2018.

Approved by the Mayor this _____ day _____, 2018.

Mayor _____

Attest _____

I *certify that a public hearing before the Budget Committee was held on _____, 2018 and a public hearing before the City Council was held on _____, 2018, giving citizens an opportunity to comment on use of State Revenue Sharing.

City Recorder

* NOTE: Please return certification only. We do not need copies of notices.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: May 30, 2018
TO: CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONTRACT BETWEEN OREGON BUSINESS DEVELOPMENT DEPARTMENT (OBDD) AND THE CITY OF ASTORIA –HOUSING REHABILITATION

BACKGROUND

In December, 2017, the City applied for a Community Development Block Grant for low and moderate income housing rehabilitation. In March, 2018, the City was awarded a grant of \$400,000 for the Northwest Oregon Regional Housing Program. The purpose of the grant is to provide no interest loans to low and moderate income homeowners in Astoria and throughout the region for essential repairs such as roofing, plumbing repairs, electrical repair, rot repair and so forth.

Loans are typically in the \$15,000 to \$20,000 range, so it is probable that there would be 15 to 22 loans provided over the next two years. There are a number of houses in Astoria that currently have loans through this program, and were funded by previous regional housing rehabilitation grants sponsored by other jurisdictions. The City previously received a housing rehab grant in 1997.

Although the City is the legal grant recipient, Community Action Team (CAT) would administer the grant on behalf of the City under a separate sub-grantee agreement and receive management and administrative fees to support staff. There would be no direct cost to the City and minimal staff involvement. Once the State has approved the contract with the City, CAT staff will work with the City to complete the agreement and any additional documents necessary to begin the program in July or August.

RECOMMENDATION

It is recommended that the Council authorize the City Manager to sign the contract between the City and the State of Oregon.

By: 
Mike Morgan, Interim Planner

Attachment: Block Grant Contract

STATE OF OREGON
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REGIONAL HOUSING REHABILITATION GRANT CONTRACT

“Northwest Oregon Regional Housing Rehabilitation Program”

This contract, project number H17014, dated as of the date of its last signature, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Oregon Business Development Department (“OBDD”), and the City of Astoria, Oregon (“Recipient”). This contract becomes effective on the date (“Effective Date”) when fully signed and approved as required by applicable law.

This contract includes the following parts, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

1. This contract without any Exhibits;
2. Special Conditions of Award for Housing Rehabilitation Grants, attached as Exhibit A;
3. Recipient’s Certification of Compliance with State and Federal Laws and Regulations attached as Exhibit B, and Certification Regarding Lobbying, attached as Exhibit C; and
4. The approved Project budget showing breakdown of sources of funds, attached as Exhibit D.
5. Information Required by 2 CFR § 200.331(a)(1), attached as Exhibit E.

SECTION 1 - GRANT

- A. Grant. In reliance upon Recipient’s application dated 29 December 2017 (“Application”), and certifications in the form of Exhibit B and Exhibit C, OBDD agrees to provide Recipient Community Development Block Grant (“CDBG”) funds in the amount of \$400,000, the use of which is limited to the project as defined in Sections 2.A. and 2.B. (“Project”). The use of these funds is also subject to the Project budget in Exhibit D and the Special Conditions of Award in Exhibit A.
- B. Disbursement. OBDD shall disburse the grant funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must request disbursements of grant funds on an OBDD-provided or OBDD-approved disbursement request form. All expenses and incurred costs are subject to approval by OBDD.
- C. Appropriations. All disbursements are subject to the condition that OBDD, in the reasonable exercise of its administrative discretion, has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.

SECTION 2 - PROJECT ACTIVITIES

- A. Recipient agrees to perform the Project activities in accordance with the Project activities described in Recipient’s Application accepted by OBDD, and this Section 2. Any changes to the Project activities must receive prior written approval by OBDD.
- B. Recipient shall provide zero-percent interest, deferred loans to low- and moderate-income (as defined in the CDBG Program Guidelines) homeowners in Clatsop, Columbia, and Tillamook Counties to upgrade their homes and eliminate safety and health hazards. Homes with identified substandard conditions must be the primary target for rehabilitation funds. For each project, Recipient shall ensure that a housing construction inspector reviews all work performed and inspects the property to assure

compliance with CDBG program standards. Recipient shall ensure homeowners employ only licensed and bonded contractors to have the repair work done.

- C. All Project activities must be completed, and all disbursement requests (except disbursement requests for audit costs, if applicable) must be submitted to OBDD, within 24 months from the Effective Date (“Project Completion Deadline”).
- D. Recipient shall provide marketing of the CDBG program to ensure that interested and eligible homeowners are aware of the program and how to apply for assistance. Recipient must submit all such materials to OBDD for prior review and approval.
- E. Recipient shall cause all repayments of rehabilitation loans to be processed through Community Action Team Incorporated of Columbia County, Oregon, an Oregon non-profit corporation, and be deposited into the Northwest Oregon Regional Housing Rehabilitation Revolving Loan Fund.
- F. Unless exempt from federal audit requirements, the audit for the final fiscal year of the Project must be submitted to OBDD as soon as possible after it is received by Recipient, but in any event no later than December 31 after the Project Completion Deadline.
- G. Determination. OBDD has made the determination that Recipient is a subrecipient, in accordance with 2 CFR § 330. Recipient agrees to monitor any local government or non-profit organization subrecipient to whom it may pass funds.

SECTION 3 - COMPLIANCE WITH LAWS

Recipient agrees to comply, and cause its agents, contractors and subrecipients to comply, with all applicable state and federal laws, regulations and policies applicable to the use, administration, distribution and expenditure of the funds provided under this contract, including but not limited to the following:

1. Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) (the “Act”) and with all applicable laws, rules and regulations, including but not limited to Sections 109 and 110 of the Act.
2. Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5304(d) (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
3. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. §1701u (1994) (employment opportunities to lower income people in connection with assisted projects), and the regulations promulgated pursuant thereto, 24 C.F.R. §135.38 (1997). Recipient shall cause the Section 3 clause in 24 C.F.R. §135.38 (1997) to be inserted in full in all contracts and subcontracts exceeding \$100,000 for any single construction contractor, construction activity or any non-construction activity that leads to construction (such as engineering, architectural, program management).
4. Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§2000a-2000e (1994), and its regulations at 24 C.F.R. §§1.1-1.10 (1997). The Recipient will immediately take any measures necessary to effectuate this assurance.
5. Title VIII of the Civil Rights Act of 1968, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996). Recipient will affirmatively further fair housing.

6. Exec. Order No. 11,063, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and its regulations at 24 C.F.R. §§107.10-107.65 (1997).
7. Exec. Order No. 11,246, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and its regulations at 41 C.F.R. §§60-1.1 to 60-999.1 (1997).
8. The Age Discrimination Act of 1975, 42 U.S.C. §§6101-6107 (1994).
9. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
10. Section 302 of the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §4822 (1994), and its regulations at 24 C.F.R. §§35.1-35.98 (1997).
11. The Architectural Barriers Act of 1968, 42 U.S.C. §§4151-4157 (1994).
12. 36 C.F.R. §§800.1-800.15 (Protection of Historic Properties) and Exec. Order No. 11,988, 42 Fed. Reg. 26951 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Floodplain Management), and Exec. Order No. 11,990, 42 Fed. Reg. 26961 (1997), *reprinted as amended in* 42 U.S.C. §4321 note (1994) (Protection of Wetlands).
13. The Copeland Anti-Racketeering Act, 18 U.S.C. §1951 (1997).
14. All program and grant administration requirements in OBDD's 2017 Program Guidelines (Method of Distribution) and its CDBG Grant Management Handbook.
15. ORS §656.017 regarding Workers Compensation coverage, unless exempt under ORS §656.126. Recipient shall insure that each of its contractors and subcontractors comply with these requirements.
16. When procuring goods or services to be paid for in whole or in part with Grant funds, Recipient shall comply with the Oregon Public Contracting Code, Chapters 279A, B, and C. The Oregon Model Rules for public bidding and contracting in Oregon Administrative Rules Chapter 137, Divisions 046, 047, 048 and 049 apply if Recipient or its public contract review board has not adopted its own rules. If Recipient or its public contract review board has adopted its own rules, those rules apply.
17. Economic benefit data requested by OBDD from Recipient on the economic development benefits of the Project, from the Effective Date of this Contract until six (6) years after the Project Completion Deadline. Upon such request by OBDD, Recipient shall, at Recipient's expense, prepare and file the requested data within the time specified in the request. Data shall document specific requested information such as any new direct permanent or retained jobs resulting from the Project and other information to evaluate the success and economic impact of the Project.

SECTION 4 - COVENANTS OF RECIPIENT

- A. Recipient covenants its Project will meet the following national objective:
Activities primarily benefiting low- and moderate-income persons (24 C.F.R. 570.483(b)).
- B. No employee, agent, consultant, officer, or elected or appointed official of Recipient, or any subrecipient receiving CDBG funds who exercises or has exercised any functions or responsibilities with respect to Project activities, or any person who is in a position to participate in a decision-making process or gain inside information with regard to the Project, or those with whom they have family or business ties, during his or her tenure or for one year thereafter, may have a financial interest or benefit in, or obtain a financial interest or benefit from any Project activity, or have any interest, direct or indirect, in any contract, subcontract, or agreement with respect to the Project.

Recipient shall also establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

- C. Recipient shall incorporate, or cause to be incorporated, in all purchase orders, contracts or subcontracts regarding the procurement of property or services paid for in whole or in part with CDBG funds any clauses required by federal statutes, executive orders and implementing regulations to be so incorporated.
- D. Recipient shall, and shall cause all participants in lower tier covered transactions to include in any proposal submitted in connection with such transactions a certification that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation from the covered transaction.
- E. Recipient shall insert a clause in all documents prepared with the assistance of grant funds acknowledging the participation of federal and state CDBG funding.
- F. Recipient shall maintain all fiscal records relating to this contract in accordance with generally accepted accounting principles for state and municipal corporations established by the National Committee on Governmental Accounting in a publication entitled "Governmental Accounting, Auditing and Financial Reporting (GAAPFR)." In addition, Recipient shall maintain any other records pertinent to this contract in such a manner as to clearly document Recipient's performance. For fair housing and equal opportunity purposes, and as applicable, Recipient's records shall include data on the racial, ethnic and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the program.
- G. Federal audit requirements. The Grant is federal financial assistance, and the Catalog of Federal Domestic Assistance ("CFDA") number and title is "14.228 Community Development Block Grant."
 - (1) If Recipient receives federal funds in excess of \$750,000 in the Recipient's fiscal year, it is subject to audit conducted in accordance with the provisions of 2 C.F.R. part 200, subpart F. Recipient, if subject to this requirement, shall at its own expense submit to OBDD a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Contract and shall submit or cause to be submitted to OBDD the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Contract.
 - (2) Audit costs for audits not required in accordance with 2 C.F.R. part 200, subpart F are unallowable. If Recipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Contract.
 - (3) Recipient shall save, protect and hold harmless OBDD from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Contract. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and the State of Oregon.
- H. Recipient shall grant OBDD and the Oregon Secretary of State's Office and the federal government (including but not limited to U.S. Department of Housing and Urban Development ("HUD"), the Inspector General, and the General Accounting Office) and their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG funds to perform examinations and audits and make excerpts, transcripts and copies. Recipient shall retain and keep accessible all such books, accounts, records,

reports, files, and other papers, or property for a minimum of six (6) years from closeout of the grant hereunder, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this contract, whichever date is later.

- I. Recipient shall require and cause its subrecipients to comply with the requirements of Sections 4.F, 4.G. and 4.H. above.
- J. Recipient shall follow applicable public records law to provide citizens with reasonable access to records regarding the use of the CDBG funds. Consistent with public records law, Recipient shall, and shall cause or require its subrecipients to, protect the confidentiality of all information concerning applicants for and recipients of services funded by this contract. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons. Recipient shall, and shall cause or require its subrecipients to, ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.
- K. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
- L. Recipient shall cause all its first tier contractors or subrecipients receiving subcontracts exceeding \$100,000 to execute and file with Recipient the certification set forth in Exhibit C hereof.
- M. Recipient shall ensure no lead-based paint is used in residential units.
- N. Monitoring obligations:
 - 1) Recipient shall fully cooperate with OBDD's monitoring activities, including but not limited to the following: Review of single audits, arrange for limited scope audits, on-site visits, reviewing Recipient reports, requiring prior approval, requiring third party evaluations, providing training and technical assistance, making telephone calls and using such other means of communication such as e-mail in order to ask or answer questions.
 - 2) Recipient shall monitor the activities of its subrecipients to ensure that awards are used for authorized purposes in compliance with applicable laws, regulations and federal grant agreements.
- O. Recipient must obtain and maintain supporting documentation for all expenditures and requests for grant funds, including those of subrecipients under their respective contracts with Recipient, with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and any other accounting documents in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements specified herein. OBDD may require such other information as it deems necessary or appropriate in its sole discretion.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability, costs, expenses, attorneys fees and cost awards resulting from, arising out of or related to any actual or alleged act or omission by Recipient, or its officers, employees, agents, contractors or subrecipients; however, the provisions of this Section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 5 - DEFAULT; REMEDIES; TERMINATION

- A. Defaults. Any of the following constitutes an “Event of Default”:
- 1) If Recipient’s, or any of its subrecipient’s use of grant funds, violates the terms and conditions of this contract or applicable law, specifically including but not limited to OAR Chapter 123, Division 80, and that violation continues for a period of thirty (30) calendar days after written notice specifying such violation is given to Recipient by OBDD. In such case and in addition to any other remedy available to OBDD, OBDD may, in its sole and absolute discretion, require that Recipient obtain prior OBDD approval for any expenditures that would otherwise be eligible for reimbursement under this contract.
 - 2) If Recipient is unable to commence the Project within four (4) months following the Effective Date of this contract.
- B. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this contract and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- 1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the contract.
 - 2) Withholding amounts otherwise due to Recipient for application to any amounts due under this contract.
 - 3) Barring Recipient from applying for future awards.
 - 4) Requiring repayment of the Grant and any interest earned by Recipient on the Grant.
- C. Termination. OBDD may terminate this contract immediately upon written notice to Recipient:
- 1) If OBDD fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient, in OBDD’s exercise of its reasonable discretion, to fund the Project.
 - 2) If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the CDBG grant or payments to be made hereunder are prohibited or OBDD is prohibited from paying for the CDBG grant program from the planned funding source(s).
 - 3) As otherwise provided in this contract.

In the event of termination under this Section or for any Event of Default, Recipient shall deliver to OBDD all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Recipient, within sixty (60) calendar days of the date of termination. Termination of this contract shall not impair or invalidate any remedy available to OBDD or Recipient hereunder, at law, or otherwise.

SECTION 6 - MISCELLANEOUS PROVISIONS

- A. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right, power or privilege under this contract shall preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 5 of this contract.

- B. Notices. Except as otherwise expressly provided in this contract, any notices to be given hereunder shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, to Recipient or OBDD at the address or number set forth in this contract, or to such other address or number as either party may hereafter indicate pursuant to this Section. Any notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered. Any notice by email shall be deemed to be given upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine.
- C. Third Party Beneficiaries. OBDD and Recipient are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
- D. No Limitations on Actions in Exercise of Governmental Powers. Nothing in this contract is intended, nor shall it be construed, to in any way limit the actions of OBDD in the exercise of its governmental powers. It is the express intention of the parties hereto that OBDD shall retain the full right and ability to exercise its governmental powers with respect to Recipient, the grant funds, and the transactions contemplated by this contract to the same extent as if it were not a party to this contract, and in no event shall OBDD have any contractual liability arising under this contract by virtue of any exercise of its governmental powers.
- E. Time of the Essence. Time is of the essence in the performance of any and all obligations under this contract.
- F. No Construction against Drafter. This contract is to be construed as if the parties drafted it jointly.
- G. Severability. If any term or condition of this contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- H. Amendments, Waivers. This contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- I. Attorney Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this contract is entitled to recover its reasonable attorney fees and costs at trial and on appeal. Reasonable attorney fees cannot exceed the rate charged to OBDD by its attorneys.
- J. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

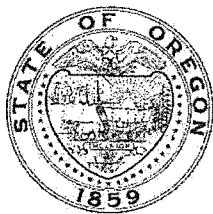
Any party bringing a legal action or proceeding against any other party arising out of or relating to this contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

K. Integration. This contract and all exhibits, schedules or attachments constitute the entire agreement between the parties on the subject matter hereof. There are no unspecified understandings, agreements or representations, oral or written, regarding this contract.

L. Execution in Counterparts. This contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department

775 Summer Street NE Suite 200
Salem OR 97301-1280
Phone 503-986-0104



CITY OF ASTORIA

1095 Duane Street
Astoria OR 97103-4524
Phone 503-338-5183

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Arline LaMear
Mayor of Astoria

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s David Elott as per email dated 9 May 2018

David Elott, Senior Assistant Attorney General

Exhibit A: Special Conditions of Award for Housing Rehabilitation Grant Contracts

Exhibit B: Recipient's Certification of Compliance with State and Federal Laws and Regulations

Exhibit C: Certification Regarding Lobbying

Exhibit D: Project Budget

Exhibit E: Information Required by 2 CFR § 200.331(a)(1)

Approved as to legal sufficiency

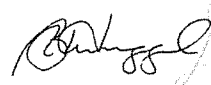

Digitally signed by BLAIR
HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o=
ou; email=blair@astoria.law, c=US
Date: 2018.05.29 09:06:36 -08'00'

Exhibit A - SPECIAL CONDITIONS OF AWARD FOR HOUSING REHABILITATION GRANT CONTRACTS

1. [Reserved]
2. Recipient shall enter into a subrecipient agreement ("Subrecipient Agreement") with Community Action Team, an Oregon non-profit corporation ("Subrecipient") to implement the Project. Recipient further represents that Subrecipient is a non-profit housing support organization that meets the requirements of Section 105(a)(15) of the Act to carry-out housing rehabilitation activities.
3. All Project-related contracts must be received by OBDD ten (10) days prior to execution. This includes all Project-related contracts between Recipient and any person or entity that will be performing grant administration or program management services. This condition does not apply to grants with individual homeowners or to construction contracts by homeowners.
4. Recipient has adopted and will enforce (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and (2) a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction in accordance with Section 104(l) of the Act.
5. Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. §4321-4370(d) (1994), and in accordance with Section 104(g) of the Act, 42 U.S.C. §5304(g) (1994). Recipient shall provide such certification as required by the Secretary of HUD. Recipient will perform reviews in accordance with 24 C.F.R. Part 58 (2003) and the other federal authorities listed at 24 C.F.R. §58.5 (2003). Recipient shall complete a minimum of the following Environmental Review steps for Housing Rehabilitation projects. Submission of a Determination of Exemption for activities included in 24 CFR 58.34(a) and the Compliance Checklist for the "Other Requirements" in 24 CFR 58.6 (Exhibit 3C of OBDD's CDBG Grant Management Handbook) for grant administration and program management, completion of a Minor Owner Occupied Housing Rehabilitation Program Environmental Review (Exhibit 3M of the Handbook), publication of a Notice of Intent to Request a Release of Funds Owner Occupied Housing Rehabilitation Program (Exhibit 3N of the Handbook) along with an affidavit of publication from a newspaper of general circulation in the Project area, and a Request for Release of Funds and Certification (Exhibit 3H of the Handbook). No expenses to be paid with CDBG funds can be incurred prior to a Release of Funds being issued by OBDD.
6. Recipient shall provide the following prior to the submission of the first draw of grant funds:
 - A. Electronic Transfer Authorization for receiving disbursements.
 - B. Fair Housing Resolution affidavit of publication. Publication must be no more than six months prior to submission of Recipient's first disbursement request. Attach a copy of the published Fair Housing Resolution. Recipient must also undertake at least one additional activity to promote fair housing opportunities in its jurisdiction prior to final draw of Grant funds.
 - C. Documentation that Fair Housing poster(s) and brochures (including other than English if required) were distributed and posted not more than 6 months prior to the first draw for non-construction activities/funds.
 - D. Rehabilitation Act Section 504 self-evaluation checklist.

- E. Grievance Procedure for Complaints of Alleged Discrimination Based on Disability
 - F. Nondiscrimination on the Basis of Handicap Status affidavit of publication.
 - G. Municipal official or staff person to be responsible for monitoring the housing rehabilitation project to ensure that necessary permits are obtained and required inspections are completed prior to payment authorization. Recipient is responsible for notifying OBDD of any changes to this assignment.
 - H. Recipient shall identify a designated "Certifying Officer" for executing site-specific environmental reviews.
 - I. A detailed grant administration plan, substantially in the form of Exhibit 1A in the current Grant Management Handbook, which must be approved by OBDD.
7. Recipient shall, or cause its Subrecipient or contractors to, take at least one photo of each housing rehabilitation project home prior to construction activities, and take at least one photo after final inspection. Photos will be kept in Recipient's CDBG files and released to OBDD or HUD upon request.
 8. Grant administrative costs may be reimbursed for direct costs incurred for grant administration. All direct costs must be supported with source documentation.
 9. Program management costs may be reimbursed for the actual costs of implementing the Project. All charges to the grant must be supported with source documentation.
 10. Funds budgeted for housing rehabilitation must be contractually committed in loans to eligible property owners 90 days prior to the Project Completion Deadline. Any rehabilitation funds not committed at that time may be subject to recapture.
 11. Funds budgeted for program management or grant administration remaining upon completion of that activity may be transferred to the housing rehabilitation line item in the Project budget. Funds not so transferred may be subject to recapture.
 12. Recipient shall submit a Project Completion Report no later than the Project Completion Deadline.
 13. Federal rules regarding "program income" at 24 CFR 570.489(e) shall survive and continue to apply after Project completion or closeout and after termination of this contract.
 14. Recipient shall expend on the Project, matching funds in the amount specified in the Project budget. All matching funds must be secured in writing no later than 30 days after the execution of this contract or this contract may be terminated. No CDBG funds may be drawn down unless all Project matching funds are secured.
 15. No costs which were incurred prior to execution of this contract may be charged to the CDBG funds made available under this contract. No costs of construction or for professional services which were incurred prior to execution of the applicable contract between the Recipient and such contractor or service provider and OBDD's approval of such contract may be charged to CDBG funds made available under this contract.
 16. No manufactured homes built prior to 15 June 1976 can be rehabilitated with CDBG funds.

**Exhibit B - RECIPIENT'S CERTIFICATION OF COMPLIANCE
WITH STATE AND FEDERAL LAWS AND REGULATIONS**

Funds for the Oregon Community Development Block Grant Program are provided through a grant to OBDD from the U.S. Department of Housing and Urban Development, under Title I of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. §5301 (1994). These funds are subject to various federal statutes and regulations as well as state laws and administrative rules.

Recipient hereby represents, warrants and certifies that:

1. It has complied with all relevant federal and state statutes, regulations, executive orders, policies, guidelines and requirements with respect to the application for and acceptance and use of Oregon Community Development Block Grant funds, including but not limited to the Act.
2. It possesses legal authority to apply for and accept the terms and conditions of the Grant and to carry out the proposed Project.
3. Its governing body has duly authorized the filing of the application, including all understandings and assurances contained therein.
4. The person identified as the official representative of Recipient in the application and this contract is duly authorized to act in connection therewith and to provide such additional information as may be required. Recipient's official representative has sufficient authority to make all certifications on its behalf.
5. This contract does not and will not violate any provision of any applicable law, rule, regulation or order of any court, regulatory commission, board or administrative agency applicable to Recipient or any provision of Recipient's organic laws or documents.
6. This contract has been duly executed by Recipient's highest elected official and delivered by Recipient and will constitute the legal, valid and binding obligations of Recipient, enforceable in accordance with its terms.

Recipient further represents, warrants and certifies that it is following a detailed citizen participation plan which:

7. Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used;
8. Provides citizens with reasonable and timely access to local meetings, information, and records relating to Recipient's proposed use of funds, as required by applicable regulations, and relating to the actual use of funds under the Act;
9. Furnishes citizens information concerning the amount of funds available in the current fiscal year and the range of activities that may be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income, and the proposed activities likely to result in displacement and the plans of Recipient for minimizing displacement of persons as a result of activities assisted with such funds and for relocating persons actually displaced as a result of such activities;
10. Provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals, with the level and type of assistance to be determined by Recipient;

11. Provides for a minimum of two public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after reasonable notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the handicapped;
12. Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
13. Provides reasonable advance notice of and opportunity to comment on proposed activities in a grant application to OBDD, or as to grants already made, substantial changes to activities from Recipient's application to OBDD; and
14. Provides the address, phone number and times for submitting complaints and grievances and provides for a timely written answer to written complaints and grievances, within 15 working days where practicable.

Recipient further represents, warrants and certifies that:

15. The officer executing this certification is its chief executive officer (or other designated officer of Recipient who is qualified under the applicable HUD regulations);
16. Such certifying officer consents to assume the status of a responsible federal official under NEPA and other laws specified by the applicable HUD regulations, 24 C.F.R. §§58.1-58.77 (1997); and
17. Such certifying officer is authorized and consents on behalf of Recipient and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibility as such an official.

In addition to the above certifications, for grants exceeding \$100,000, the undersigned also makes the certification regarding lobbying set forth in Exhibit C attached to this contract.

Signed _____

Title _____

Date _____

Recipient _____

City of Astoria _____

Exhibit C - CERTIFICATION REGARDING LOBBYING (Grants exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

Recipient _____

City of Astoria _____

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Housing Rehabilitation	\$295,000	\$0
Grant Administration 17442	25,000	0
Program Management 17441	65,000	0
Environmental Review	15,000	0
Weatherization	0	40,000
Total	\$400,000	\$40,000

EXHIBIT E - INFORMATION REQUIRED BY 2 CFR § 200.331(A)(1)

Federal Award Identification:


- (i) Subrecipient* name (which must match registered name in DUNS): ASTORIA, CITY OF
- (ii) Subrecipient's DUNS number: 00-615-6467
- (iii) Federal Award Identification Number (FAIN): B-17-DC-41-0001
- (iv) Federal Award Date: 5 Oct 2017
- (v) Sub-award Period of Performance Start and End Date: 24 months from Contract execution
- (vi) Total Amount of Federal Funds Obligated by this Contract: \$400,000
- (vii) Total Amount of Federal Funds Obligated by this initial Contract and any amendments: \$400,000
- (viii) Total Amount of Federal Award to the pass-through entity: \$11,978,330
- (ix) Federal award project description: The FFY 2017 State Community Development Block Grant Program funds will be awarded through a competitive application process to rural communities in Oregon for the following project types: Public Works Projects, Community Facilities, Owner-occupied Housing Rehabilitation and Microenterprise Assistance. CDBG projects will meet the national objective of benefitting low- and moderate-income persons or an urgent need.
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Department of Housing and Urban Development
 - (b) Name of pass-through entity: Oregon Business Development Department
 - (c) Contact information for awarding official of the pass-through entity: Ed Tabor, Programs & Incentives Manager, 503-949-3523
- (xi) CFDA Number and Name: 14.228 Community Development Block Grant
Amount: \$400,000
- (xii) Is Award R&D? No
- (xiii) Indirect cost rate for the Federal award: N/A

*For the purposes of this Exhibit E, "Subrecipient" refers to Recipient and "pass-through entity" refers to OBDD.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

MEMORANDUM • POLICE DEPARTMENT

DATE: MAY 29, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PUBLIC HEARING: ORDINANCE MODIFYING CITY CODE 6.135
RELATING TO SPECIAL POLICE OFFICERS

DISCUSSION/ANALYSIS

The City of Astoria partners with the Astoria Downtown Historic District Association (ADHDA) to provide parking enforcement in the Downtown District. The ADHDA Community Outreach Officer (COO) is appointed by the authority of the City Manager as a Special Police Officer. The COO's duties include enforcement of parking violations. Currently the COO does not drive a vehicle and utilizes a small non-electric scooter to improve her mobility. Current City ordinances prohibit roller skates, skateboards, coasters, toy vehicles or similar devices. The law was amended several years ago to prevent damage and injuries by irresponsible individuals in the downtown area.

Attached is a draft ordinance which would allow the City Manager to exempt certain regulations restricting the use of or operation of vehicles, skateboards or similar devices downtown. Passage of this modification would allow increased mobility and productivity for the COO without violating the intent of the City ordinance.

RECOMMENDATION

It is recommended that Council hold a public hearing and consider holding a first reading of the ordinance amending City Code 6.135.

By: _____


Geoff Spalding
Chief of Police

ORDINANCE NO. 18-____

AN ORDINANCE REVISING ORDINANCE 6.135 RELATING TO SPECIAL POLICE OFFICERS

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Revision of Astoria City Code 6.135 Astoria City Code section 6.135(1)(a) is amended to provide:

(a) Parking control officers. Parking control officers shall have authority to issue citations for violations of parking and nonmoving traffic violations, as defined in Chapter 6 of the Astoria Code, or pertinent sections of the Oregon Revised Statutes, incorporated by reference into the City code, and to this extent they shall exercise full police authority. The City manager may exempt parking control officers, while in the performance of their duties, from the application of Astoria Code sections 6.215, 6.225, and 6.260 and any other provision of the Astoria Code restricting the use or operation of vehicles, skateboards or similar devices in the central business district.

Section 2. Effective Date. This ordinance will be effective thirty (30) days after its passage.

ADOPTED BY THE CITY COUNCIL THIS 4TH DAY OF JUNE 2018

APPROVED BY THE MAYOR THIS 4TH DAY OF JUNE 2018

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION

YEA NAY ABSENT

Councilor Nemlowill

Brownson

Price

Jones

Mayor LaMear



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: MAY 31, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF JUNE 4, 2018

CONSENT CALENDAR

Item 5(a): ADC Minutes for February 26, 2018

The minutes of the City Council meeting are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): ADC Budget Committee Minutes: April 24, 2018, April 25, 2018

The minutes of the above Commission are included. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

REGULAR AGENDA ITEMS

Item 6(a): Public Hearing and Resolution to Adopt the Astoria Development Commission Budget

Oregon Local Budget Law requires that the Astoria Development Commission hold a public hearing on the budget, as approved by the Budget Committee. Notice of this hearing, scheduled for June 4, 2018, was published in the Daily Astorian on Friday, May 18, 2018. The budget for the ADC is ready for the Commission to consider for adoption. It is recommended that the Astoria Development Commission hold a public hearing on the FYE June 30, 2019 budget as approved by the Budget Committee. After the hearing, it is recommended that the Commission consider the resolution to adopt this budget.

ASTORIA DEVELOPMENT COMMISSION

City Council Chambers
February 26, 2018

ADC JOURNAL OF PROCEEDINGS

A regular meeting of the Astoria Development Commission was held at the above place at the hour of 7:21 pm.

Commissioners Present: Price, Jones, Brownson, Nemlowill, Mayor LaMear

Commissioners Excused: None

Staff Present: City Manager Estes, Community Development Director Cronin, Parks and Recreation Director Cosby, Finance Director Brooks, Library Director Pearson, Fire Chief Ames, Police Chief Johnston, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COMMISSIONERS: No reports.

CHANGES TO AGENDA: No changes.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

5(a) ADC Minutes of 6/19/17

Commission Action: Motion by Commissioner Brownson, seconded by Commissioner Price, to approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Jones, Nemlowill, Brownson and Price, and Mayor LaMear. Nays: None.

REGULAR AGENDA ITEMS:**Item 6(a): Lease Agreement with Lower Columbia Q Center's Astoria Pride Block Party 2018**

The 3rd Annual PRIDE Festival is scheduled for June 9, 2018. The Q Center has requested a short-term lease of ADC owned property adjacent to the Barbey Center to hold the festival. The Q Center has an agreement from Columbia Memorial Hospital to accommodate off street parking. The lease agreement has been approved as to form by the City Attorney.

It is recommended the Astoria Development Commission approve the lease agreement for \$1.

Commission Action: Motion by Commissioner Brownson, seconded by Commissioner Price, to approve the Consent Calendar. Motion carried unanimously. Ayes: Commissioners Jones, Nemlowill, Brownson and Price, and Mayor LaMear. Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS: There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:42 pm [24:15] to reconvene the Astoria City Council meeting.

ATTEST:

APPROVED:

Secretary

City Manager

CITY OF ASTORIA
City Council Chambers
April 24, 2018

**EAST AND WEST URBAN RENEWAL DISTRICTS BUDGET COMMITTEE
JOURNAL OF PROCEEDINGS**

The meeting of the Astoria East and West Urban Renewal Districts 2018-19 Budget Committee was held at the above place at the hour of 6:00 pm.

Committee Members Present: Mayor LaMear, City Councilors Nemlowill, Price, Jones, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis.

Committee Members Excused: None.

Staff Present: City Manager Estes, Finance Director Brooks, Parks Director Cosby, Library Director Pearson, Police Chief Spalding, Public Works Director Harrington, and Fire Chief Ames.

The meeting was called to order by Mayor LaMear.

Committee members and Staff shared introductions.

City Manager Estes briefly explained the process for addressing the Urban Renewal and Budget Committee agenda items.

Election of Officers

Mayor LaMear called for nominations for Chairperson.

Motion made by Richard Hurley, seconded by Andrew Davis, to nominate Loren Mathews as the 2018-19 Budget Committee Chairperson. (Motion carried by unanimous vote.)

Mayor LaMear passed the gavel to newly elected Chair Mathews.

Chair Mathews called for nominations for Secretary. Motion made by Councilor Nemlowill seconded by Councilor Price, to nominate Richard Hurley as Secretary of the 2018-19 Budget Committee. (Motion carried by unanimous vote.)

BUDGET MESSAGE

City Manager Opening Comments and Budget Message

City Manager Estes presented the Budget Message and a brief overview of the proposed 2018-19 Astoria East and West Urban Renewal District Budgets. He noted the boundaries of each district and explained why separate budget hearings had to be conducted for their funds. He reviewed past, current, and future projects funded by district funds and provided details about each district's income, expenses, and balances. Funds in the Astoria East Urban Renewal District would be lower than in the Astoria West Urban Renewal District because the greatest percentage of properties in the district are owned by non-profits or governments. A good amount of development has occurred in the Astoria West Urban Renewal District, which results in higher tax increments into the fund. He responded to Committee Member's questions as follows:

- Tax increment collections, loan receipts, and delinquent tax collections totaled \$419,000.
- Professional services for the Astoria East Urban Renewal District in the upcoming year would include redevelopment of Heritage Square. The Professional Services line item also included a transfer from the Astoria Development Commission Budget to the City of Astoria for management and overhead.
- No specific project has been identified for the Astoria West Urban Renewal District, but professional service funds have been allocated in case a project comes up. City Council would be discussing a potential project on Bond Street at an upcoming work session.

PUBLIC HEARING ON ASTORIA EAST AND ASTORIA WEST URBAN RENEWAL DISTRICT BUDGETS AS PROPOSED

Chair Mathews opened the public hearing on the proposed Astoria East and Astoria West Urban Renewal District 2018-2019 Budgets at 6:10 pm and called for public comment. Hearing none, he closed the public hearing at 6:10 pm.

INDIVIDUAL BUDGET CONSIDERATION FOR TENTATIVE APPROVAL

Astoria East Urban Renewal District General Fund:

Committee Action: Motion made by Councilor Price, seconded by Councilor Brownson to tentatively approve the Astoria East Urban Renewal District General Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Andrew Davis noted a scrivener's error in the Training line item. He believed \$3,000 should be allocated to the Conferences, Meetings, and Travel line item, as reflected in the itemized budget.

City Manager Estes confirmed Staff would correct the error before the documents were submitted to City Council.

Astoria West Urban Renewal District General Fund:

Committee Action: Motion made by Mayor LaMear, seconded by Councilor Jones to tentatively approve the Astoria West Urban Renewal District General Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

Chair Mathews adjourned the meeting at 6:13 pm to convene the City of Astoria Budget Committee Meeting.

ATTEST:



Secretary

CITY OF ASTORIA
CITY COUNCIL CHAMBERS
April 25, 2018

EAST AND WEST URBAN RENEWAL DISTRICTS BUDGET COMMITTEE
JOURNAL OF PROCEEDINGS

The meeting of the Astoria East and West Urban Renewal Districts 2018-19 Budget Committee was held at the above place at the hour of 6:49 pm.

Committee Members Present: Mayor LaMear, City Councilors Nemlowill, Price, Jones, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer (via telephone), Andrea Mazzarella, Andrew Davis.

Committee Members Excused: None.

Staff Present: City Manager Estes and Finance Director Brooks.

MOTION TO APPROVE ASTOR EAST URBAN RENEWAL DISTRICT:

a. General Fund

Committee Action: Motion made by Councilor Price, seconded by Councilor Brownson to approve the Astoria East Urban Renewal District General Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

MOTION TO APPROVE MAXIMUM TAX AMOUNT AVAILABLE FOR ASTORIA EAST URBAN RENEWAL DISTRICT

Committee Action: Motion made by Councilor Jones, seconded by Councilor Price to approve the maximum tax amount available for the Astoria East Urban Renewal District General Fund. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

MOTION TO APPROVE ASTOR WEST URBAN RENEWAL DISTRICT:

a. General Fund

Committee Action: Motion made by Mayor LaMear, seconded by Councilor Brownson to approve the Astoria West Urban Renewal District General Fund Budget. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, Andrew Davis voted yes.

MOTION TO APPROVE MAXIMUM TAX AMOUNT AVAILABLE FOR ASTORIA WEST URBAN RENEWAL DISTRICT

Committee Action: Motion made by Councilor Price, seconded by Councilor Nemlowill to approve the maximum tax amount available for the Astoria West Urban Renewal District General Fund. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

MOTION TO ADJOURN ASTORIA URBAN RENEWAL DISTRICTS BUDGET COMMITTEE MEETING

Committee Action: Motion made by Councilor Brownson, seconded by Councilor Andrea Mazzarella to adjourn the meeting. (Motion carried.) Mayor LaMear, City Councilors Nemlowill, Jones, Price, and Brownson. Richard Hurley, Loran Mathews, Chris Breitmeyer, Andrea Mazzarella, and Andrew Davis voted yes.

The meeting was adjourned at 6:51 pm.

ATTEST:

Richard Hunley


Secretary



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: MAY 7, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PUBLIC HEARING AND RESOLUTION TO ADOPT THE ASTORIA
DEVELOPMENT COMMISSION BUDGET

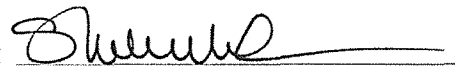
DISCUSSION/ANALYSIS

Oregon Local Budget Law requires that the Astoria Development Commission hold a public hearing on the budget, as recommended for approval by the Budget Committee. Notice of this hearing, scheduled for June 4, 2018, was published in the Daily Astorian on Friday, May 18, 2018.

The budget for the Astoria Development Commission is ready for the Commission to consider for adoption. The attached resolution will adopt resources and appropriations and authorize the collection of tax increment funding available to the Astor East and Astor West Renewal Districts for FYE June 30, 2018.

RECOMMENDATION

It is recommended the Astoria Development Commission hold a public hearing on the FYE June 30, 2019 budget as approved by the Budget Committee. After the hearing, it is recommended that the Commission consider the resolution to adopt this budget.

By: 

Susan Brooks, Director of Finance
and Administrative Services

RESOLUTION NO. ADC 18-_____

**A RESOLUTION TO ADOPT THE BUDGET AND MAKE APPROPRIATIONS FOR THE
ASTORIA DEVELOPMENT COMMISSION**

WHEREAS, under ORS 294.456, the Astoria Development Commission is required to adopt the budget and make appropriations by resolution for the Astor **East and West** Urban Renewal District; now, therefore,

BE IT RESOLVED BY THE ASTORIA DEVELOPMENT COMMISSION:

Section 1. That the Astoria Development Commission hereby adopts the budgets for the Astor **East and West** Urban Renewal District for fiscal year 2018-19 in the total amount of **\$ 6,009,380 ***.

Section 2. The budget for the Astoria Development Commission, as discussed and recommended for approval by the Budget Committee, is ready for the Commission to consider for adoption. Copies of the approved budget were previously distributed to the Commission. The approved budget was also posted on the city's website and is available in hard copy at the Finance Department and the Astoria Public Library.

Section 3. That amounts for the fiscal year beginning July 1, 2018, and for the purposes shown below, are hereby appropriated as follows:

Urban Renewal Administration – Astor East	\$ 791,100
Contingency	<u>89,160</u>
ASTOR EAST FUND TOTAL	<u>\$ 880,260</u>
Urban Renewal Administration – Astor West	\$ 4,335,430
Contingency	<u>250,000</u>
ASTOR WEST TOTAL	<u>\$ 4,585,430</u>
Total Appropriations, All Funds	\$ 5,465,690
Total Unappropriated and Reserve Amounts, All Funds	<u>543,690</u>
Total Adopted Budget	\$ 6,009,380 *

Section 4. That, in accordance with ORS 310.060(2), the maximum amount of the tax increment be imposed, using Option One for Astor East and New for Astor West.

ADOPTED BY THE ASTORIA DEVELOPMENT COMMISSION THIS _____ DAY OF JUNE, 2018.

APPROVED BY THE CHAIRMAN THIS _____ DAY OF JUNE, 2018.

Chairman

ATTEST:

City Manager

ROLL CALL ON ADOPTION

YEA

NAY

ABSENT

Commissioner	Nemlowill
	Brownson
	Price
	Jones
Chairman	LaMear