



AGENDA

ASTORIA CITY COUNCIL

Monday, June 18, 2018
7:00 PM
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

1) CALL TO ORDER

2) ROLL CALL

3) PRESENTATIONS

- a) APD Presentation: Swearing in of New Police Officer Alexander Whitney

4) REPORTS OF COUNCILORS

5) CHANGES TO AGENDA

6) 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 21, 2018
- b) Board and Commission Meeting Minutes
 - a. Design Review Committee– May 3, 2018
 - b. Historic Landmarks Commission – May 15, 2018
 - c. Astoria Planning Commission – May 22, 2018
- c) Fire Department Status Update
- d) Police Department Status Update
- e) Doughboy Monument Repair – Contractor Selection and Contract
- f) Fee Agreement with Propel Insurance
- g) Addition of Job Descriptions for Parks Department Part Time and Seasonal Positions
- h) Addition of Job Description for Fire Department Part Time Hazmat Position

7) 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 and Adoption: Ordinance Modifying City Code 6.135 Relating to Special Police Officers
- b) Resolution to Update Wage and Salary Schedules
- c) Resolution to Transfer Appropriations within Parks Operation Fund Budget for FY 2017-2018
- d) Resolution to Transfer Appropriations within Maritime Memorial Fund Budget For FY 2017-18
- e) Resolution Amending Water and Sewer Fees

- f) Resolution Amending the Fee Schedule for Ocean View Cemetery
- g) Authorization to Bid - 2018 Paving Project

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



AGENDA

ASTORIA DEVELOPMENT COMMISSION

June 18, 2018
Immediately Follows Council Meeting

- 1) CALL TO ORDER**
- 2) ROLL CALL**
- 3) REPORTS OF COMMISSIONERS**
- 4) CHANGES TO AGENDA**
- 5) 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) Contract Amendment #2 - Bond Street Retaining Wall Project

6) 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

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MEMORANDUM • CITY MANAGER

DATE: JUNE 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF JUNE 18, 2018

PRESENTATIONS

Item 3(a): New Police Officer Swearing in Presentation

The Mayor will swear in Officer Alexander Whitney.

CONSENT CALENDAR

Item 5(a): City Council Work Session Minutes for May 21, 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): Board and Commission Meeting Minutes

- a. Design Review Committee May 3, 2018
- b. Historic Landmarks Commission – May 15, 2018
- c. Astoria Planning Commission – May 22, 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 5(c): Fire Department Status Update

Item 5(d): Police Department Status Update

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

Item 5(e): Doughboy Monument Repair – Contractor Selection and Contract

The City has been in the process of restoring the Doughboy Monument in preparation for the 100th Anniversary of the end of World War I on November 11, 2018 through a Veterans and War Memorials grant from State Historic Preservation Office (SHPO). Prior to the start of that work, a vehicle crashed into the east side of the Monument with extensive damage to the structure. A

damage assessment of the Monument and structural repair drawings were completed by ASF. Staff is working with the City's insurance carrier CIS concerning the insurance claim. Much of the grant related work on the Monument has been progressing pending the vehicle damage repair work.

Staff solicited proposals from several contractors and published a Request for Proposals. Proposals were received from Pioneer Waterproofing Company Inc., and CC&L Roofing. Both are qualified contractors. The CC&L Roofing proposal was for the tile roof only and Pioneer Waterproofing's proposal included the tile roof work using CC&L as a subcontractor. The total proposal is for \$138,217 which includes the estimated \$20,132 for the tile roof. Staff is recommending the selection of Pioneer Waterproofing. They have worked for the City in the past on the City Hall repairs and have experience with working on historic structures. While the majority of this contract will be paid by CIS, our CIS claims agent has advised that the contract for the repair work would be with the City and not CIS directly.

Funding for the structural repair would come from the CIS Insurance Claim for the vehicle damage, some additional minor work would come from the SHPO grant. Matching funding for the original SHPO grant was previously approved by City Council and would come from Astor-East Urban Renewal Funds with staff time counting as a portion of our match requirement. The tile roof work would come from the Johnson Foundation donation and the pending SHPO grant. The attached contract and Scope of Work indicate that should the City not receive the SHPO grant for the tile roof, that portion of the proposed work may be removed from the project. The contractor is aware of this condition.

Staff recommends that Council select Pioneer Waterproofing Company Inc. for the Doughboy Monument repair work and authorize the Mayor and City Manager to sign a contract with Pioneer in the amount of \$138,217 for this project.

Item 5(f): Fee Agreement with Propel Insurance

The City has an ongoing agreement with Propel Insurance to provide independent insurance agent services. The City's insurance carrier for Worker Compensation is SAIF Corporation and Liability/Property coverage is with City County Insurance Services (CIS). There is a continuing need for an independent agent to review the City's insurance requirements and to assist in providing coverage recommendations. Propel is represented by Scott Farmer who has been an agent for the City's Worker Compensation coverage since the late 1980s and for liability and property coverage for the past seven years.

Proposal and recommendations for Fiscal Year July 1, 2018 through June 30, 2019 coverage is included with Propel's Broker Service Fee Agreement for consideration.

It is recommended that City Council approve the Broker Service Fee Agreement and fee in the amount of \$ 12,000.00 for independent insurance agent services provided by Propel Insurance and authorize the Mayor to sign the documents.

Item 5(g): Addition of Job Descriptions for Parks Department Part Time and Seasonal Positions

As a part of the restructure in progress in the Parks and Recreation Department, this memo proposes the creation of defined job descriptions for various part-time and seasonal positions within the Parks and Recreation Department. Currently all of the various part time positions within the Parks and Recreation Department (whether performing Lifeguard, clerk, or maintenance duties) are defined as Recreation Leader and share the generic job description. In years past, when the Parks and Recreation Department was rapidly changing, generalized job descriptions allowed for flexibility and assisted the Department in quickly adapting. However, with the Parks and Recreation Department stabilizing, job descriptions for each unique position are needed to communicate expectations, assist employees and perspective employees in understanding the responsibilities and duties that are required of the position, and used as a tool in performance management. Corresponding wages for these positions have been assessed, align with the Department's 2018-2019 fiscal year budget, and are presented for your approval in Schedule F-1 of the Salary Resolution also being considered at the June 18th meeting.

It is recommended that City Council approve the addition of the job descriptions.

Item 5(h): Addition of Job Description for Fire Department Part Time Hazmat Position

This memo proposes the creation of a part-time position of "HazMat Team Member" within the Fire Department.

The Astoria Fire Department has included a State of Oregon, Hazardous Materials Response Team since the early 1990's. The team is funded by the State of Oregon and is made up of members of the Astoria Fire Department and various members from other city departments such as Public Works and the Police Departments. Since the inception of the team we have been partially reliant on members from outside agencies to staff a qualified team. These agencies have included the State Police, Warrenton Fire Department, Seaside Fire Department, Clatsop Community College and Wauna Mill. Members from outside agencies have been required by the State to provide statements of Worker's Compensation coverage from their respective employers.

The current contract with the State of Oregon Fire Marshal's Office has been in arrears since July 1, 2017 while the contract was being reviewed by the Department of Justice (DOJ). Recently the DOJ made a ruling requiring all members of our HazMat Team to be under one worker's compensation plan. Therefore a new approach to HazMat staffing was needed.

Staff is proposing to create a part-time, non-benefited HazMat position under City personnel policies. These positions are fully reimbursable from the State of Oregon for all time worked which will include training, meetings and responses. Time worked will vary depending on training and emergency callouts, however it is anticipated that most average months will see less than four hours per Response Team employee.

Creating these positions solves numerous administrative issues within the team beyond the required the worker's compensation including: parity among members; increasing participation among current members and hopefully allowing us to recruit more members to fill out our team. We have averaged 5 to 6 vacancies on the team over the last 15 years.

We are currently working on a job description for recruitment, however, the initial intention is to incorporate current team members who work for other agencies and are all fully trained and certified by the State.

The ruling from the DOJ was received after the budget preparation cycle so we were unable to make the appropriate adjustments to our budget proposal. The additional costs for current team members who work for other agencies will be covered with the approved budget for fiscal year ending June 30, 2019. In future budget cycles it may be recommended that a "Hazardous Materials Team" fund be created for future budgeting which would allow for the recognition of State revenue and payments as well as capture of expenditures. At a minimum, creation of a separate line item within the Fire Department Budget for the expenditures would be in order.

It is recommended that the City Council approve the addition of the part time HazMat position.

REGULAR AGENDA ITEMS

Item 6(a): Second Reading and Adoption: 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 second reading and adopt the ordinance amending City Code 6.135.

Item 6(b): Resolution to Update Wage and Salary Schedules

Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of Astoria

and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions, whether a position is being deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution. This proposed resolution implements the following changes effective July 1, 2018:

General/Parks (Schedule A)	2.75% wage adjustment as specified in their contract expiring June 30, 2019
Public Works (Schedule D)	2.75% wage adjustment as specified in their Contract expiring June 30, 2019
Management and Confidential (Schedule E)	2.0% wage adjustment
Part-time and Seasonal Groups (Schedules F-1 and F-2)	Adjustments have been made to separate Parks and Recreation non-benefited part-time and seasonal positions. This is part of the restructure in progress in the Parks and Recreation department. By establishing Schedule F-1 for Parks and Recreation positions there are defined steps by positions. Hazmat Team Member position is added for the Fire Department in Schedule F-2 to facilitate the training and response expenses for reimbursement through the State. Oregon minimum wage increase, effective July 1, 2018, is reflected in both Schedules.

It is recommended that City Council adopt the Salary Resolution as presented.

Item 6(c): Resolution to Transfer Appropriations within Parks Operation Fund Budget for FY2017-2018

ORS 294.463(1) provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the original and supplemental budgets were originally appropriated, amounts anticipated for the Aquatics Department expenses did not anticipate necessary increases for chemicals and staff turnover resulting in additional expenses for the year. Sufficient appropriations are available in the Parks Fund to transfer appropriations between departments. Additional transfers outside of Parks are not required.

A transfer of appropriations in the amount of \$ 30,000 from the Parks – Recreation/Administration Department to the Aquatics Department is required within the Parks Operation Fund.

It is recommended that City Council approve transfer of \$30,000 from the Parks – Recreation/Administration Department to the Aquatics Department of the Parks Operation Fund.

Item 6(d): Resolution to Transfer Appropriations within Maritime Memorial Fund Budget for FY2017-2018

ORS 294.463(1) provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the original budgets was originally appropriated, amounts anticipated for the Maritime Memorial Fund expenses were based on historical data. The requests for engraving exceed the budgeted expectations. To ensure adequate appropriations are available for the annual requirements it will be necessary to transfer \$ 2,500 from Capital Outlay to Materials and Services within the Maritime Memorial Fund. Sufficient appropriations are available to initiate the transfer with no change to the overall requirements of the fund.

A resolution transferring appropriations in the amount of \$ 2,500 from the Capital Outlay to Materials and Services within the Maritime Memorial Fund is attached.

It is recommended that City Council approve transfer of \$2,500 from the Capital Outlay to Materials and Services within the Maritime Memorial Fund.

Item 6(e): Resolution Amending Water and Sewer Fees

The Public Works Fund budget, approved by the Budget Committee on April 25, 2018 and adopted by the City Council on June 4, 2018 provides for increases in rates and fees for water and sewer services.

The rate adjustments are as follows:

- WATER RATES – increase of 3%
- SEWER RATES – increase of 3%
- SEWER SURCHARGE – no change

It is recommended that City Council adopt the proposed Water and Sewer Resolutions for the fiscal year 2018-19.

Item 6(f): Resolution Amending the Fee Schedule for Ocean View Cemetery

To assist in achieving this goal the Parks and Recreation Department charges fees to assist in the cost recovery of the Department operations. The Department's budgeted cost recovery for the 2018-2019 fiscal year is 44%. The Parks and Recreation Department is able to achieve this high cost recovery and revenue generation due to revenue generation, business practices, and innovations. On April 6, 2015 the Astoria City Council amended the fee schedule to approve a 40% increase effective April 7, 2015 – June 30, 2015 and then an additional 10% increase for fiscal year 2015-2016 for the services provided at Ocean View Cemetery, with the intent of increasing the fees by 10% every fiscal year beginning 2016 to the fiscal year ending of 2022. In 2015, 2016, and 2017

City Council continued implementing this proposal by increasing rates an additional 10% prior to the start of each fiscal year. It is proposed that fees be increased by an additional 10% effective July 18, 2018.

It is recommended that City Council authorize this fee schedule edit in order to meet the budgeted cost recovery for the 2018 – 2019 fiscal year and to offset maintenance costs at Ocean View Cemetery.

Item 6(g): Authorization to Bid - 2018 Paving Project

The Public Works Department developed a list of the following streets to be included in the 2018 Paving Project. These locations were chosen using input from the City's pavement maintenance software, anticipated future project needs, stopgap maintenance obligations, field evaluation, and cost efficiency considerations.

Road Description	From	To
15 th Street	Duane Street	Franklin Avenue
14 th Street	Marine Drive	Commercial Street
11 th Street	Duane Street	Exchange Street
Franklin Avenue	10 th Street	12 th Street
West Bond Street	West Marine Drive	Hume Avenue
West Grand Avenue	Elsie Avenue	Lincoln Street
Denver Street	Florence Avenue	West Marine Drive
4 th Street	Niagara Avenue	Cul-de-sac
5 th Street	McClure Avenue	Nehalem Avenue
Irving Ave.	16 th Street	18 th Street
Cedar Street	47 th Street	51 st Street
Birch Street	51 st Street	53 rd Street
51 st Street	Cedar Street	Birch Street
53 rd Street	Birch Street	Ash Street

The project will include asphalt pavement overlay, asphalt grinding, ADA ramp upgrades, road base reconstruction, curb repair, striping and other associated improvements. The construction estimate for this project is approximately \$600,000, including a 10% contingency. Funding for this project is available in the Astoria Road District Fund (Local Fuel Tax Fund).

It is recommended that City Council authorize staff to solicit bids for the 2018 Paving Project.

A regular meeting of the Astoria Common Council was held at the above place at the hour of 7:00 pm.

Councilors Present: Jones, Price, Brownson, and Mayor LaMear

Councilors Excused: Nemlowill

Staff Present: City Manager Estes, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Gascoigne, Police Chief Spalding, Public Works Director Harrington, City Engineer Harrington, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS

Item 3(a): **Councilor Jones** said the Parks and Recreation Department held a wonderful event with 600 attendees. He confirmed with Director Cosby that almost \$40,000 was raised for scholarships. He announced that since the Council voted to allow the Friends of Birch Field to work with the Parks Department and come up with an agreement, they held a Mother's Day picnic at the park and installed frisbee golf stands. They would also be installing a picnic bench. It was great to see the community taking the opportunity to improve their park.

Item 3(b): **Councilor Price** congratulated Parks and Recreation for selling out the Run on the River. She walked and ran in the 10K. She welcomed the students from Knappa High School attending the meeting as part of their senior project.

Item 3(c): **Councilor Brownson** reported his next Meet the Councilor would be on Saturday, May 21, 2018 at Three Cups of Coffee at 9:00 am.

Item 3(d): **Mayor LaMear** encouraged everyone to see Chitty Chitty Bang Bang at the Astoria High School. The musical is great and the students do a great job. Their shows would be on May 25th and 26th at 7:00 pm at the high school.

CHANGES TO AGENDA

There were none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of 4/16/18
- 5(b) Boards and Commission Minutes
 - (1) Design Review Committee Meeting of 8/3/17

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Jones, to approve the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

REGULAR AGENDA ITEMS

Item 6(a): Second Reading and Adoption of Telecommunications Service Tax Ordinance

The first reading of this ordinance was held at the May 7, 2018 City Council meeting. Cities are authorized by ORS Ch 221 to enter into franchise agreements and impose fees upon telecommunication, gas, and electric companies that use City rights of way to provide their service. The definition of telecommunications includes the transmission of information but excludes one-way transmission of television signals (i.e. cable TV). In

addition to a franchise agreement, cities may impose a 5 percent tax on telecommunications carriers, ORS 221.515

A Federal Law, The Cable Communication Policy Act of 1984, allows a city to enter into franchise agreements with cable TV providers and impose a fee of 5 percent on the gross revenues derived from the provision of cable TV services. This federal law allows cable TV providers to also provide telecommunications services (such as telephone and internet) but prohibits a city from requiring the cable TV provider from including income generated from telecommunications services in the 5 percent franchise fee. Cities are also prohibited from requiring that cable TV providers enter into separate franchise agreements concerning the provisions of telecommunication services. A city may, however, adopt a telecommunications tax.

As a result of the Federal Cable Act, cable providers enjoy a competitive advantage over other telecommunications carriers in cities that do not impose a telecommunications tax.

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

City Attorney Henningsgaard stated this ordinance would not impose a tax on broadband internet services. Federal law supersedes the provisions of the ordinance and prevents local governments from imposing a tax on broadband. He recommended City Council adopt the ordinance as presented during the first reading.

Councilor Price asked what the tax would be levied on. She had spoken to several downtown businesses who had confirmed they purchased bundled service packages from Charter. She asked which portion of the bill would be taxed, noting she realized it would just be telephone service not be internet. She also asked if the tax would be listed as a line item on the bills. She also wanted to know how much revenue this would generate for the City.

City Attorney Henningsgaard explained the City is not entitled to the financial information from Charter until the tax goes into effect. As a residential and business customer of Charter, he confirmed that tax items were delineated on the bills. Charter has control over what they charge for phone and internet services within the purviews of State regulations and contracts with their subscribers. The tax would only be applied to the telephone portion of the bill.

Councilor Brownson stated Ms. Smith from Charter had offered additional language to clarify the understanding that the ordinance states federal guidelines would prevent the City from taxing anything other than telephone service. Charter was concerned about the City taxing their data and internet communication services.

City Attorney Henningsgaard understood that Ms. Smith was responding to Councilor Brownson's concern about taxing internet service. However, it is a fact that federal law prohibits local taxation on internet.

Councilor Jones said he read the letter and was satisfied with the City Attorney's recommendation. Councilor Brownson agreed and said it seemed like the additional language was unnecessary.

Unidentified Speaker said data was internet and asked if the word data could be removed.

Councilor Jones reiterated that he was satisfied with the City Attorney's explanation of the Code language used in various other municipalities throughout Oregon, including one that was recently upheld by the Oregon Supreme Court.

City Council Action: Motion made by Councilor Jones to conduct the second reading and adopt the Telecommunications Service Tax Ordinance.

Unidentified Speaker stated the issue with Eugene was that their ordinance was passed in 1997, so it was grandfathered in.

Mayor LaMear reminded that the public hearing had been closed at the previous meeting.

Director Brook conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Jones to adopt the Telecommunications Service Tax Ordinance as proposed by Staff; seconded by Councilor Brownson. Motion carried 3 to 1. Ayes: Councilors Jones, Brownson, and Mayor LaMear; Nays: Councilor Price.

Councilor Price said she agreed with the City Attorney's language, but did not agree with the tax.

Item 6(b): 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 and adopt the proposed ordinance.

City Attorney Henningsgaard said this negotiation had been ongoing for years. He had forwarded a letter to Councilors from Charter's attorney, who proposed adding the existing equal protection language in the current franchise agreement to the new agreement. He had no opposition to that proposal. Charter's attorney also proposed their own insurance language, which he believed satisfied the purpose of the City's policy even though the language of that insurance provision differs somewhat from the language in the City's standard agreements. He had no objections to replacing the language used in the first reading of the ordinance with Charter's proposed language on insurance. If those two changes are made to the franchise agreement, Charter would sign the agreement. He confirmed that these changes would be considered material changes to the ordinance and advised on the process necessary to adopt it with changes.

Councilor Brownson recommended the changes be made to help expedite the signing of the franchise agreement.

City Council Action: Motion made by Councilor Brownson, seconded by Price, to amend the franchise agreement to add insurance language proposed by Charter and Section 33 – Franchise Requirements from Other Franchise Holders, and conduct the first reading of the Charter Franchise Ordinance. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Councilor Brownson conducted the first reading of the ordinance as amended.

City Manager Estes confirmed the ordinance would be presented for a second reading and adoption at the next regular City Council meeting.

Item 6(c): Resolution Transferring Appropriations within General Fund Budgets for FY2017-2018

ORS 294.463(1) provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the budget was originally appropriated, amounts anticipated for City Attorney training and travel expenses anticipate necessary increases during for the current year by approximately \$ 200. In addition, time expended by City Attorney outside of the contracted scope of work related to Smithart communications, documents and filings amounting to \$1,600 were not anticipated in the budget. The Municipal Court Department will not require the budgeted appropriations and amounts are available to transfer to the City Attorney Department. A transfer in the amount of \$1,800 for Materials and Services from Municipal Court to City Attorney is required.

ORS 294.463(2) provides guidance for the transfer of appropriations from contingency of less than 15 percent of appropriations, when authorized by resolution of the governing body.

At the time the budget was originally appropriated, amounts anticipated for Personnel Legal Services did not anticipate additional negotiation requirements to complete four union contracts. An additional \$20,000 is required for legal services in the current budget year. A transfer in the amount of \$20,000 from contingency to Non-Departmental – Unallocated is required.

It is recommended that City Council approve the attached resolution transferring \$1,800 from Materials and Services in Municipal Court Department to Materials and Services in City Attorney Department and transfer \$20,000 from Contingency to Non-Departmental Materials and Services.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Price to approve the resolution transferring \$1,800 from Materials and Services in Municipal Court Department to Materials and Services in City Attorney Department and transfer \$20,000 from Contingency to Non-Departmental Materials and Services. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 6(d): Resolution Transferring Appropriations within Unemployment Fund Budget for FY2018-2018

ORS 294.463(2) provides guidance for the transfer of appropriations from contingency of less than 15 percent of appropriations, when authorized by resolution of the governing body.

At the time the Unemployment Fund Budget was prepared amounts budgeted did not anticipate an increase in unemployment claims as the trend had been declining. A transfer in the amount of \$1,260 is required between Contingency and Materials and Services.

It is further recommended that City Council approve transfer of \$1,260 from the Unemployment Fund Contingency to Materials and Services.

City Council Action: Motion made by Councilor Price, seconded by Councilor Jones to approve transfer of \$1,260 from the Unemployment Fund Contingency to Materials and Services. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 6(e): Recology Rate Review for Year End December 31, 2017 for Solid Waste Collection and Transfer Station Activities

The City's Franchise Agreement with Recology requires them to render financial statements and a rate review of the Solid Waste Collection Franchise and Clatsop Transfer & Disposal Station no later than April 30th each year. The Purpose of the annual rate review is to determine whether Recology's rate of return on their collection operation and solid waste disposal falls within the limits set by the franchise Agreement with the City. Additionally, a request was made to Recology to increase the debris box disposal ton rate by 3 percent to reflect increase in the rate charged to Recology at the Astoria Transfer Station and a plan for customer provided can elimination. A resolution reflecting the updated debris box rate is provided for Council consideration. Representatives from Recology will be on hand to answer questions and give a presentation.

It is recommended that City Council adopt the resolution to include the 3 percent increase to the debris box disposal ton rate and the proposed can elimination plan, to be effective July 1, 2018.

Carl Peters, Recology, gave a detailed PowerPoint presentation on current recycling challenges, potential changes to recycling services, Recology's efforts to maintain levels of service, and the Coastal Oregon Artisan Residence (COAR) program.

Mayor LaMear confirmed that the United States only sends a small percentage of recyclables to China.

Mr. Peters explained that China used to take about 60 percent of America's recyclables and he believed it was now down to about 20 percent. Recycling processors are not going to do business with China and will figure out other more reliable options. The most recent shut-down, which will continue through June 4th, means that all of the recycling being delivered to China is just sitting there because no one will inspect it. Inspectors will reject an entire ship if one juice box is found in a bale of materials, so the ship will have to find another port.

Councilor Price said she was on the board of Astoria Visual Arts and thanked Recology for the COAR program. The last COAR artist was Bonny Gorsuch who had a wonderful exhibit at Vintage Hardware for about a month. It was sad to hear about the recycling challenges given that Astoria just recently adopted curb side recycling. Most people are paying an additional fee for the service, so to see that services could be reduced soon is

discouraging. She believed it was encouraging to hear that China was not accepting America's garbage anymore. As more countries around the world become more developed, they would not take the garbage either. The way to reduce, reuse, recycle is to start at home. She wanted Council to begin to take a stand on reducing plastic. As leaders in the community, Councilors can help spread the word that it is costing people money and will cost more money if we do not start cutting down. She asked who would pay the 3 percent increase on the debris box.

Mr. Peters said anyone who rents a debris box would pay the fee. He added that Recology was interested in the can elimination plan because they want to work towards a container that does not use bungee cords. About three years ago, a Recology employee almost lost his eye when he touched a container, the bungee cord popped off, and hit him in the eye. Now, they require employees to wear safety glasses. However, about three weeks ago, another employee was hit by a bungee cord and he was out of work for about a week and a half. In the interest of safety, Recology proposed to reduce rates on side yard service to make it cost effective for residents to make the change without paying a penalty for employees to walk up. Recology would provide the carts so that no more employees were hurt by cans with lids. This request has been made in every rate package submitted to all of the coastal towns.

Councilor Brownson noted that glass was on Recology's list of items of concern, but he understood that glass was recyclables.

Mr. Peters explained he meant to remove glass from the list because it would be confusing. Recology does recycle glass, but not when it is comingled with other recyclables.

Councilor Brownson agreed with Councilor Price that reducing plastics was important. Plastic bags are a problem. From his house, he can see bags blow out into Young's Bay, where they go out to sea.

Mr. Peters said plastics are the most common item picked up in coastal cleanups. He added that the Recycled Art Show would be on October 13th during the Second Saturday Art Walk.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Brownson, to adopt the resolution to include the 3 percent increase to the debris box disposal ton rate and the proposed can elimination plan, to be effective July 1, 2018. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 6(f): Column Lighting for PRIDE

On February 18th, 2014 the Astoria City Council gave direction to the Parks and Recreation Department to limit the use of colored lighting effects at the Astoria Column to twice a year when specifically authorized by City Council.

This direction came after colored lighting effects took place for the first time at the Astoria Column in October 2013 in an event organized by Columbia Memorial Hospital, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column Pink in recognition of Breast Cancer Awareness Month. This event was followed by a partnership between the Women's Resource Center, the Clatsop County Domestic Violence Council, the Friends of the Astoria Column, and the Parks and Recreation Department to light the Astoria Column teal for the month of April 2014 in recognition of Sexual Assault Awareness & Child Abuse Awareness Month. This sequence of lighting effects has taken place over the past four years.

In 2017 and 2018 additional Astoria Column lighting requests have been received, most recently a request from Cameron Toman with the Astoria Pride Committee to utilize colored lighting effects for the month of June. When requests are received they are processed through the Parks and Recreation Department Staff. Due to the City Council direction received in February 2014 to limit the use of colored lighting effects to twice per year any additional requests received within the fiscal year have not been processed at the Staff level.

The request from the Astoria Pride Committee identified a need to review in the current policy and prompted City Council, the Friends of the Astoria Column, City Staff to reconsider the policy. The matter was discussed during the March 19, 2018 City Council meeting and concluded with the City Council accepting a proposal

from the Friends of the Astoria Column to develop policy that will be brought forward to City Council for consideration.

At the May 7, 2018 Council Meeting there was discussion regarding the status of the Friends developing a policy as the Astoria Pride Committee was interested in seeing if there was a possibility for consideration this summer.

While the Friends of the Astoria Column have begun forming a draft policy and investigating various colored LED lighting systems, it is not feasible to have a policy finalized and approved by City Council prior to the Astoria Pride Committees request of utilizing lighting effects at the Astoria Column June 3rd – 10th. Council wished to have this item scheduled at their May 21, 2018 meeting to discuss whether an exception to the Council policy should be considered.

The Friends of the Astoria Column have been briefed on this matter and are supportive of the use of lighting effects at the Astoria Column from June 3rd – 10th in recognition of Astoria Pride, as the policy is still being formulated.

It is recommended that City Council provide direction on the utilization of lighting effects at the Astoria Column from June 3rd – 10th in recognition of Astoria Pride.

Councilor Brownson said he supported lighting the column for Astoria Pride.

Councilor Price preferred the Column be treated more like the Washington Monument that is honored only with spotlights. However, she was happy to take the direction provided by the Friends.

City Council Action: Motion made by Councilor Price, seconded by Councilor Brownson, to allow lighting effects at the Astoria Column from June 3rd – 10th in recognition of Astoria Pride. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

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

Keenan Gebhart, Knappa, said direct satellite linkup (DSL) internet affects telecommunications and DSL is a phone provided service. He asked if the new tax would affect the Knappa community, noting that was their only option for internet.

Councilor Brownson answered no and explained that DSL was provided by Quest and the tax was only on phone service, not data. City Manager Estes added that Knappa was not inside Astoria city limits.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:51 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

DESIGN REVIEW COMMITTEE
Astoria City Hall
May 3, 2018

CALL TO ORDER:

Vice President Gunderson the meeting to order at 5:40 p.m.

ROLL CALL:

Commissioners Present: Vice President LJ Gunderson, Sarah Jane Bardy, Hilarie Phelps (via telephone), and Leanne Hensley. President Jared Rickenbach arrived at 5:52 pm.

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

APPROVAL OF MINUTES:

Vice President Gunderson called for approval of the minutes of the August 3, 2017 meeting. Commissioner Bardy moved to approve the August 3, 2017 minutes as presented; seconded by Commissioner Phelps. Motion passed unanimously.

PUBLIC HEARINGS:

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

ITEM 4(a):

DR17-03 Design Review DR17-03 by Garry Vallaster, Astor Venture, LLC to construct an approximately 11,850 square foot commercial building at 2350 Marine Drive (Map T8N-R9W Section 9CB; portion of Tax Lot 6803; portion of Block 144, Shively's) within the Gateway and Civic Greenway Overlay Zone in the LS (Local Services) zone.

Vice President Gunderson asked if anyone objected to the jurisdiction of the Design Review Committee to hear this matter at this time. There were no objections. She asked if any member of the Design Review Committee had any conflicts of interest or ex parte contacts to declare. Hearing none, she called for a presentation of the Staff report.

Planner Ferber reviewed the Findings and Conditions contained in the Staff report. She noted that there was a typographical error in the location, which she had corrected to 2350 Marine Drive. Just before the hearing, the Applicant submitted information from Oregon Department of Transportation (ODOT), which indicated they preferred access on Steam Whistle Way. Staff recommended approval with conditions.

President Rickenbach arrived at 5:52 pm.

Vice President Gunderson opened the public hearing and called for testimony from the Applicant.

Don Vallaster, 711 SW Alder St., Portland, gave his presentation via PowerPoint, which included photographs of the building, site plan, landscaping plan, and the store layout. He noted the three sets of guidelines that regulate this project are the Local Service zone, Gateway Overlay Zone, and Civic Greenway Overlay Zone. The proposed project is in compliance with all three sets of design standards. The property, which is a little unusual, abuts three streets. Curb cuts are not allowed on Marine Drive and he was not sure where a curb cut could be located on 23rd Street. The lot has two curb cuts on Steam Whistle Way that have been in place since the initial platting in 1990.

- The building is laid out on a north/south axis and is located five feet off the 23rd Street right-of-way to maintain the view corridor for the Civic Greenway Overlay requirements. There are several reasons he chose the proposed configuration and layout of the site. First, the loading bay location allows easy access for

truck deliveries from 23rd Street. The location also minimizes activity and sound intrusion into the residential area along Steam Whistle Way. The alternative would be to have the long trucks back into the site; the trucks would beep when backing up. The site layout complies with the Gateway Overlay guidelines that discourage parking between the street and buildings. Any alternative layouts would compromise this guideline.

- The east facing entry and signage would identify and announce the presence of the Co-op to westbound traffic entering the city along Highway 30. This is important to the Co-op as they have been hidden from the view of frequent visitors to the city approaching from the west.
- The most important reason for the layout is the concerns for easy pedestrian traffic to the store. There are two nearby pedestrian groups that the Co-op has identified as likely customers of the new facility. There are 600 staff people at the medical campus across Marine Drive and a crosswalk at the intersection of 23rd and Marine Drive. This layout provides the shortest distance from the campus to the store. Once across the street, people can enter the site and walk less than 80 feet to the south facing door. This will be an alternative lunch break spot from the campus and will facilitate shopping for pedestrians. Other entrances could be added along Marine Drive, but currently there is a 10-foot bank easement on Marine Drive on the north side of the street. ODOT has stated no crosswalk could be placed in that location, but that might be negotiable in the future. The second pedestrian group would be the Mill Pond homeowners, who would also have easy access to the store with this layout without the need to cross any traffic or the loading bay area. Making it easy for these two pedestrian groups to access the store will cut down on unnecessary vehicle traffic to the site.
- The site gets narrower towards the east property line. If the building were located on that side of the lot, it would be constricted and push the loading area up against the sidewalk. The patio on the south side of the building would also have to be smaller.
- The storm water swale will be on the east side. Landscaping will extend along Marine Drive, 23rd Street, and at the rear of the building on the west side. There would also be landscaping in the center of the site.

Matt Stanley, General Manager, Astoria Co-op Grocery, 664 Kensington, Astoria, stated the idea was to transform the Co-op into a full-service grocery store. Right now, the Co-op is cramped and covers most, but not really all of the basics of a grocery store. The new store will have a large expanded produce section at the entrance and the perimeter of the store will have fresh foods, a meat department, and a deli. Meat will be processed in house. The deli will have 25 indoor and 25 outdoor dedicated seats, hot food, and a salad bar. This will be a big draw especially for pedestrians because it can be accessed from the Riverwalk. He hoped the Co-op would become a destination for people to grocery shop.

Mr. Vallaster said the relationship between the inside, the deli, and the outside patio would allow the store to become a social place. Heavy duty equipment for refrigeration, air conditioning, heating, and kitchen exhaust would be located in the center of the roof where it would be the least visible. The canopy awning would be made of heavy timber. The parapets would be located high enough to block views of the equipment on the roof from the locations indicated in the guidelines.

- When the property was purchased in 2005, he was presented with a drawing that showed curb cuts were intended for this site in 2000. The first curb cut was for a drive through teller window and the second was for a 65-space parking lot. Access was always to be from Steam Whistle and the bank would have been a more intense use than the Co-op. Utilities would come in from 23rd Street, and a storm water line would go out of the swale and down into Mill Pond. They have elected not to use the high-pressure line on the site for sewer. A gravity system would be used instead, which would extend down 23rd Street to a manhole cover.
- The homeowner's association (HOA) indicated they felt Steam Whistle Way was too narrow, so they spoke with them about widening the street. This would result in the Co-op losing a little bit of parking and the right-of-way would expand from 20 feet to 24 feet. The loading dock area would also have to be narrowed by four feet, but it would still work well for the Co-op. The HOA also requested that the Co-op put doors on the loading bay. Each door would be 8 feet tall and at least 10 feet wide to cover the 20-foot opening. The doors would only be open during deliveries to keep people out of the area.
 - Concerns were expressed about the windows, so they added additional windows on the west and north sides of the building. There is no real need for windows on the north of the building because that area will be used for storage and deliveries. The three extra windows on the west side would be in the kitchen area. Installing the windows at 5 feet would not interfere with cooking activities; however, the windows might have to be capped at 9 feet, so a cleanable ceiling can be installed. This might be code-driven.
- He spoke to Staff earlier in the day about the possibility of putting a mural on the west wall that indicated the history of the Co-op or landscaping the west façade with plants that are being sold in the store, like beans

and produce. They also discussed growing plants up the north wall of the loading dock. The landscape architect noted that plants would not grow on the north side of the wall. Therefore, he is considering different alternatives.

- He shared samples of siding materials and said he would consider any color. The large windows along the side would be fiberglass, and they have to use an aluminum siding system on the front of the building. The Co-op has requested that the concrete on the front of the building at the bottom be 42 inches tall to prevent damage from shopping carts.
- The storm water swale on the east end of the site would have trees and plants. Based on feedback received from the HOA, they considered different alternatives for the wall. They wanted to keep it a simple metal because it matches the rest of the building, but they also considered an arbor in the 5-foot space between the sidewalk and the wall. They could grow grapes or wisteria on the arbor to camouflage the wall and bring attention to the arbor. Another option would be to use low colorful materials highlighted with trees, grasses, and bushes along the wall, in the notch area, and at the far end of the site. Posts could be installed with a mesh for growing vines. Trees and bushes could still be planted along the bottom. He wanted input from the Commission on the landscaping.
- Four lights would be installed as requested by Staff. Lights on the west side were needed for security. The light could be cast on the sidewalk, directly down the face of the building, or they could install step lights imbedded in the concrete wall.
- The metal siding is simple and conforms to the Gateway Overlay requirements. They considered putting some wood on the wall, but realized it would be a maintenance headache. The guidelines ask that the building respond to some of the historic architecture in the area, which would be some commercial and waterfront industrial buildings. This proposal is a hybrid between the two types of architecture. It is kind of a warehouse, which is similar to the early industrial buildings, and, it has a commercial entry. The materials are simple in form with very little ornamentation, as required. The windows would be true divided and siding would be galvanized corrugated metal that would be minimally intrusive. Staff has requested a grey roof, which is fine with him, and he planned to use thermoplastic polyolefin (TPO).
- Signage would adhere to the sign requirements.
- The Gateway Overlay indicates more traditional lights should be used in the parking lot. He displayed and explained several options for the lighting layout in the parking lot.
- The proposed awning completely conforms to the guidelines. There would not be any parking between the building and any of the streets. The building massing conforms to the requirements in the Local Service zone and the Greenway Overlay zone.
- There are only two choices for access, Steam Whistle Way and 23rd Street. He handed out copies of ODOT's response to the proposed loading bay curb cut on 23rd, which he had just received that afternoon. They had asked ODOT what the minimum distance from Marine Drive would be if they reoriented the building and installed ingress and egress to the parking lot on 23rd. ODOT's Development Review Coordinator for Region 2 responded that offsets from intersections should be as far as possible, but 50 feet is the minimum. However, for larger trucks accessing from 23rd Street with a right into the Co-op would have difficulty without encroaching into oncoming traffic. ODOT strongly recommended truck turning templates to determine the impacts. These templates had been given to the Co-op and were part of the public record. In response to having the main drive way into the parking lot on 23rd, ODOT stated they were not comfortable providing a minimum distance of the curb cut from Marine Drive. The Co-op would be a large traffic generator, so the farther back the better. The goal is to minimize stacking that would affect operation of the highway.
- Evaluations are done on a case by case basis. The approach at the Costco in Salem is located 450 feet from the highway and traffic still backs up on to the highway affecting operation during peak hours. Steam Whistle Way is only 250 feet from the highway, so it was a bit of a concern. ODOT preferred access from Steam Whistle Way, and recommended that the consultant do a queueing analysis to determine the impacts. It is important that this is evaluated correctly because it could have detrimental effects on the operation of the highway. Flipping the building and moving it to the east side of the lot would put a large truck loading access driveway into the heart of the site. Pedestrians from Mill Pond would have to cross that access to get to the store. This would also put the building farther from the intersection, so people coming from the hospital campus would have to cross the street and walk down Marine Drive to get into the site. The loading bay would be quite a bit smaller and up against the sidewalk, which would prevent landscaping in the area. The patio would be squished between the building and Marine Drive. The rear of the building could have signage, but the most attractive part of the building would not be visible for westbound traffic on Highway 30.

- Another possible location would also have drawbacks. The hospital employees would have to come farther down Marine Drive, cross the easement, and go around the side of the building. A plaza eating area could be provided, but it would be in the parking lot and not nearly as attractive as having it on the south side with a lot of landscaping. Truck access would be from 23rd and they would have to back up into the space, which would further deteriorate the west side. Planner Ferber had indicated the west side should be more active, but it would just be a loading dock with this configuration.

Commissioner Hensley said even though the community was concerned about access on the original site plan, it addressed the use of the building in relation to Marine Drive. She supported the original site plan. The outside seating lacked luster, so she suggested fabric sails over the area to liven it up or move the seating to provide ADA access to the door. She believed the metal and top parapet should be colored. The landscaping plans were very well thought out and she believed the trellis with low plantings was the best option. She preferred wall mounted sconces for the lighting, especially over the seating area.

Vice President Gunderson confirmed the patio seating would be along Marine Drive, set back about 25 feet.

Mr. Vallaster explained the intent was to get the seating as far as possible from the traffic noise. There would be landscaping between the patio and the sidewalk to soften the area as much as possible.

Mr. Stanley added the area would also be sunken about two feet. It would be ideal for the seating area to have a great view of the river, but the Co-op agreed to this because it was the best way to make the store successful. He believed it would be fine with the landscaping.

Vice President Gunderson asked if mature trees would be used in the landscaping.

Mr. Vallaster stated two-inch diameter, 12-foot high trees would be planted. Columnar trees would be used so that the store could still be seen behind them. He wanted a simple background color with the steel siding so the wood pops out and creates warmth.

Vice President Gunderson stated for the record that an email from Jennifer Bunch and a color chart was added to the agenda packet.

Vice President Gunderson called for testimony in favor of the application.

Mr. Stanley said the Co-op was going through a rebranding and was working with a national co-op group on a new logo, which would be green. Once the branding is added to the building, it would have more character. They would like to put a sign on the west wall at the corner, so people can see the building when they are coming in an easterly direction. After Mr. Vallaster does the preliminary landscaping, his lease with the Co-op requires the Co-op to maintain the property. The Co-op works with Becky Graham, who creates edible arrangements in planters in very small spaces. They could replace some of the trees with planters to give the area some character. Currently, their customers eat the apples, strawberries, and snap peas in their parking lot. The west wall could be a walkable edible garden. The sign will give the building a nice splash of color. The kitchen will give the back of the store some activity because most of the staff works in the kitchen. However, he did not believe the Commission would want windows into the walk-in coolers and dishwashing area.

- It was tough for them to find a retail space and they spent a lot of time trying to find something. This is one of a few spaces that would allow a grocery store with needs for receiving areas, a loading dock, parking and high visibility. They wanted to be downtown, but that was not a possibility. This is a great location. Paul Benoit worked with Art Demuro to develop the site in the early 1990s. In a letter that was presented to City Council, Mr. Benoit said he knew this use of this land was exactly what Mr. Demuro envisioned. It is a use that would serve the community. The Co-op aimed to bring value to the community by making it more affordable and more accessible. They planned to add 30 living wage jobs. In order to do that in a hyper competitive marketplace, they needed a facility that operated efficiently. Many people have looked at the site plan. The Co-op has a development team and working with a national co-op development team to help do this project successfully. They have also worked with their own architect and Mr. Vallaster's team. All of these groups have considered how to locate the building to meet requirements and this is what works. Some of the HOA members believe the building should be located so that Steam Whistle does not have to be used, but the Co-op is trying to avoid having semi-trucks drive through the parking lot, which would create

pedestrian safety issues and customers would have to walk through the parking lot while cars are backing out. That's not very accessible.

- The Co-op has agreed to widen Steam Whistle by four feet, which is not cheap, and the Co-op is paying for that and it's an almost six figure addition to the project. They would also be adding a sidewalk and a setback for landscaping. The alley would become a street that would allow the project to happen effectively and safely.
- The Co-op intends to be a good neighbor. They maintain a nice facility at their current location and intend to the same at the new location. They are open to exploring some of the small details that the Commission is hearing. He believed the criteria had been met, especially the criteria about building orientation. Option B does not meet the criteria because all of the parking would be between the building and the street. It would be challenging to meet that criterion by changing the building orientation. He hoped the Commission would allow the Co-op to get going on the project as soon as possible. Time is of the essence. The Co-op is dealing with a new competitor and they think they have a solid plan to bring this valuable asset to the community.

Vice President Gunderson called for testimony impartial to the application. Hearing none, she called for testimony opposed to the application.

Cheryl Storey, President, Mill Pond HOA, 2605 Mill Pond Ln, Astoria, stated Mill Pond residents wrote a commentary that was submitted and included in the agenda packet. The seven-page commentary included concerns about the current layout and signatures from quite a few Mill Pond residents. The HOA's architecture committee has not written about any approval or disapproval of the Co-op. The HOA supports the Co-op in that location, but is concerned about the way it is sited. They would like to promote Option B. She wanted to make sure the Co-op addresses the architectural requirements in the Mill Pond Architectural Guidelines. Mill Pond does not have design or building standards. The guidelines were written mostly for housing, but there were some sections for commercial with specific language regarding landscaping, lighting, and signage. Before the Co-op can do anything, they have to submit those specifics to the HOA for approval. They also have a color scheme in the architecture guidelines, which have been provided to the Planning Commission. She offered to email a copy of the architecture guidelines to anyone who wants them. Her email is castorey@frontier.com. Although done in 1990, the platting for the lot was based on the AH-MP zone. The zoning has now changed to LS, which changes the design elements and requirements for the lot.

- Four of the five Mill Pond Board of Directors signed a document submitted to the Design Review Committee. They were concerned about the siting of the building. If the building had to be located as proposed, Steam Whistle would have to be widened. The board has always advocated for access to the building on 23rd. The access on Option B includes access for trucks on 23rd. If there is a truck access on 23rd, why not use the same access for the cars? A Mill Pond resident developed a similar plan to Option B with two access points on 23rd. She went through the traffic information and the Development Code. A traffic impact study is generally defined as one half mile radius from the proposed development. This traffic study only focused on 23rd, 29th, and Marine Drive. There was no traffic study that included the impact on Steam Whistle Way or Mill Pond Lane, which are within the half mile.
- She was interested in the increase in car trips as a percent of total car trips on a particular street or intersection. The March 5th meeting minutes indicated the increase in number of trips, but the HOA would like to know the percentage of car trips on Steam Whistle that would increase compared to the current percentage on Steam Whistle if access could only be on Steam Whistle.
 - Currently, Steam Whistle is an alley where all the garages of the Mill Pond residents are located. Article 3 Section 3.015.a.5a says that a traffic impact study is required when there are changes in intensity of use; the road authority indicates in writing the proposal may have operational or safety concerns; potential negative impacts to residential or mixed use areas; the location of existing driveways or access connections; or an increase in peak hour volumes of a particular movement to and from a street or highway by 20 percent or more.
 - No one knows what the impact will be on Steam Whistle Way if access to the parking lot is solely through that street. The Mill Pond residents are very concerned about traffic along Steam Whistle and use of their garages safely. Their driveways are short and they have to back out into the street to see traffic. Given the increase in number of trips indicated for the Co-op, this prevents Steam Whistle from being a community friendly and livable environment. Comprehensive Plan CP.358 says the transportation goal is for livability, customized transportation solutions to suit the local context while providing a system that supports active transportation, promotes health, facilitates access to daily needs and enhances the livability of the neighborhoods and business communities. Policies protect residential

neighborhoods from excessive through traffic and travel speeds, balance livability with highway freight and seasonal congestion pressures, and enhance the quality of life in all neighborhoods.

- The HOA board has commented that the siting of the back of the building on 23rd is not appropriate, out of scale with the neighborhood due to the size, and impacts the views in the Mill Pond neighborhood and corresponding livability. The Co-op building will block any view of 23rd from Marine Drive. The HOA board and Mill Pond residents submitted documentation asking for sound deadening material around the docking bay and a concrete structure, not mesh fencing. The plantings have not been submitted to the Mill Pond Landscape Chair for review and approval under the Mill Pond architecture guidelines.
- Page 16 of the Staff report contains several items that still have to be defined and additional details provided. The Mill Pond Architecture Guidelines require the developer to submit their applications for signage and landscaping for review and approval.

John Ryan, 2495 Mill Pond Ln, Astoria, said his garage exits on to Steam Whistle and is across from the proposed exit and entrance. He would not be able to use his garage as efficiently as he does now. This will interfere with traffic, livability of Mill Pond residents, and will have an immense effect on the city. He has several issues with the interpretation of the guidelines by Staff. The use of Steam Whistle Way for direct traffic to and from the Co-op is unacceptable. Move the building to the east of the property and use 23rd for access and egress. It was interesting that the architect made it clear that access off of 23rd is okay for trucks but not for the entrance to the parking lot. He believed this was strange. He heard there would be very little truck traffic into the site. A retaining wall or a sound wall along the garages would make noise from the trucks much more acceptable than 100 cars per hour on Steam Whistle. The orientation of the design presents an unfriendly solution to the neighborhood and it would affect their livability in Mill Pond. The massing of the building is not pedestrian friendly when an unappealing back wall is five feet from the 23rd Avenue sidewalk. Move the building to the east line and have a continuous visual pedestrian walkway with open access and views through the parking along the sidewalk on 23rd.

- The little trees the Applicant has proposed to put up would not hide anything. The access along 23rd would be very unappealing. The location of the building with the metal facing downtown does not complement or show off the Co-op from the downtown area. One of the specific goals of the zoning was to complement downtown; here the back of the building faced downtown. Relocate the building to the east side so the people who are members and use the Co-op can see the real building as they come from downtown, not visitors from Portland. The massing of the building shuts down any river views down 23rd. Relocate the building to the east side.
- Driving down Highway 30, all one will see is a glimpse of the river, which is minimal. Relocation of the building to the east includes all the amenities, outdoor dining, storm drainage, surface area, and provisions for the entrance to the Co-op. Future development of the parcel to the east would block the back of the building. This is not the case with the proposed design. People will always see the back of the building. He was concerned with the comments about pedestrians. All the Applicant has to do is provide a sidewalk along Marine Drive. He lives in Mill Pond and would not have any problems getting through traffic.
- There are two options for locating the building to the east side, the one submitted by the developer called Option B and one he submitted. The main difference is the number of parking stalls. He asked the Commission to delay approval of the plans until Staff can review the new location of the building with the owner and resolve the other 13 issues that need to be completed and defined by the owner.

Arlie Jensen, 1885 Huckleberry Ln, Seaside, said she and her husband own two lots immediately adjacent to 23rd on Steam Whistle. It is clear that of all the lots impacted that her lots would be significantly impacted because every car would need to come in through that location. The wall behind her is approximately the width of Steam Whistle after it is expanded. Her husband is handicapped and uses an electric wheelchair or mobility vehicle 100 percent of the time. His only egress from their home will be through the back exit. It would be challenging to back out their car. Cars will be turning in from 23rd at a relatively blind spot with the loading dock, which put them in significant peril and will significantly change the quality of their lives in that location. They have known for ten years that her husband would be wheelchair bound. Now, as they approach the time to build their house, it is incredibly painful to know that is the level of space they will have to back out their car and access the Riverwalk and downtown. She believed they would be great customers of the Co-op, but the challenge is huge. Everyone with alley load garages faces peril with the traffic patterns that will come through the area. As cars come in and out of the Co-op, those on the corner will have an incredibly difficult time access and exit their homes, including her husband with his ADA access needs.

Gary Huffman, 2410 Aurora Ave. N, Seattle, said he owns Lots 19 and 20 on Mill Pond Lane. The back access to the garage he is building is on Steam Whistle Way. He has owned the property for 12 years and is now in the design review process. He was not opposed to the Co-op, but was open to Option B. He objected to using Steam Whistle. Right now, there is only one curb cut in Steam Whistle, not two. The traffic survey that is available to him does not include Steam Whistle. It also represents traffic flows at a greatly reduced rate. The traffic counts were done on a Thursday. He has come and gone in Astoria for years and chose this area for a reason. The worst time on Highway 30 is Fridays and Sundays. He believed the survey was incorrect. He has not been able to find any soil surveys of the site. This is important because the land is fill from the development when it was built. He did not know how far the Co-op would have to dig to widen Steam Whistle Way. Additionally, he could not see that the Applicant had complied with any Department of Environmental Quality (DEQ) requirements.

Vice President Gunderson noted the DEQ requirements would be addressed by Public Works and were outside the scope of the Design Review Committee.

Mr. Huffman said he understood, but if the Co-op has to widen Steam Whistle, they would have to get DEQ's approval. He asked how using Steam Whistle will improve the safety of those living on Steam Whistle or Mill Pond. There has been no previous approval to use Steam Whistle on any of the prior developments that have gone into the subject site. The Mill Pond HOA is not in favor of using Steam Whistle. The original Wauna site was never approved to use Steam Whistle. The drawing that was presented earlier was not an approved site and has never been approved. This is supposed to be a green belt, and he was concerned that the development on the west side takes out the largest and oldest tree in the Mill Pond area. The site across 23rd retained the pear tree when the development went in. How is removing a 150-year-old tree considered green?

Vice President Gunderson called for the Applicant's rebuttal.

Jennifer Bunch, Wickiup Consulting, P.O. Box 1455, Astoria, said any comments and concerns about the traffic study is outside the purview of the Design Review Commission. The Commission has to consider orientation, which includes access. The traffic study was reviewed by ODOT and they supported the traffic study. It was prepared by professional engineers in accordance with professional guidelines. It was also accepted by the Public Works Department and they did not submit any comments against the study. The traffic study was used in support of the zone change. Approval by the HOA architectural committee is a civil issue between property owners. This Commission cannot require compliance with the HOA. The City can require things that can be reasonably attained through a condition of approval. The email from ODOT explained why it was appropriate for trucks to enter the loading bay from 23rd instead of the main entrance. ODOT was concerned about back up on 23rd affecting the flow of traffic on Highway 30/Marine Drive. The traffic study analyzed the access off of Steam Whistle and was reviewed by the City and ODOT.

Mr. Stanley said the Co-op intends to work with the HOA on signage; that was always the plan. They are working on the rebrand and expect to bring a design to the HOA and to the City. They have been working with City Staff on this project for almost three years and have always looked at it with the building sited the way it is now. He did not believe having trucks go through the parking lot would not allow for a 150-foot sound wall. It will be challenging to have trucks go in and out as proposed in Option B. This lot was always zoned commercial and the idea was that it would be mixed use when Art Demuro developed the Mill Pond area. This will bring life to the neighborhood, and the impact of having a nice affordable food store in the neighborhood, which would vastly outweigh any potential negatives. They planned to consider ways to repurpose the tree. The overall impact of the Co-op will outweigh the tree being removed.

Mr. Vallaster said he understood change was difficult and the people who live on Steam Whistle have become used to a private street. The proposal to do a development was inevitable, so there would be some impacts to the street and the living conditions. Even though the concerns about traffic are not relevant at this time, all of the traffic information is available. They have offered to do different things on the west side to enhance that side of the building. They want to work with the Design Review Committee on that and have submitted a couple of options. They have an environment report and a soil structure report on the property, and the HOA is welcome review that information. They have not submitted signage to the HOA for review because the Co-op has not yet decided what kind of signage they want. The landscaping is dependent on the site layout that is approved by the City.

Vice President Gunderson called for closing remarks from Staff.

Planner Ferber said this was the first she had heard of doors on the loading bay. Details about the doors would have to be submitted to the City before building permitting. She also needed to know if the building would have a staff entrance. A mural and anything related to signage would be reviewed later on in the process and might require approval by the Planning Commission. Staff has not had time to review the emails with ODOT because they were received at 4:30 pm; however, she did speak to Nathan Crater in Public Works who said he would need additional information, including a queuing analysis in order to review the impacts of using 23rd Street. Awnings over the seating area would be appropriate, but the City would need dimensions and sizes. Signage is limited to 150 square feet in this zone, which is minimal for a large building. Therefore, she would be concerned if the Applicants were relying on signage to jazz up the building, especially on the west wall. It would be nice to see another permanent element. If the Co-op is not there in the future and the building sits empty with no signage, then there would not be a lot of design related to the building. Article 14 says that the building should be sited without a parking lot between the main street and the building. That is intended to avoid a strip mall effect. The word 'should', as opposed to 'shall', means there is some flexibility in the Code. It is ideal to have the building situated to be pedestrian friendly and safe, and there is a sidewalk along Marine Drive. She was not clear how tall the parapet walls would be, but there is a minimum height requirement. The HOA architecture review is a separate process from the City. It is up to the Applicant whether they go through that process first or the City's design review process. If Mill Pond requires significant changes from what the City approved, the Applicant would have to return to the Design Review Committee to amend what the City approved. The City does not have a say over the HOA criteria.

Vice President Gunderson noted that this meeting was not the last step in the development process. She closed the public hearing and called for Committee discussion and deliberation.

President Rickenbach declared a potential conflict of interest as a general contractor, however, he was not involved in this project. He understood the application was for Option A because Option B was not included in the agenda packet. Planner Ferber explained that the Applicant submitted Option A, and Option B was presented during public testimony by a homeowner in Mill Pond.

President Rickenbach stated the Applicant has asked the Commission to comment on several items. He recommended the Applicant make those choices and present them to the City for approval. Quite a few comments were made that are not part of the Commission's criteria, so the Commissioners needed to make sure they only reviewed what the Commission had jurisdiction over.

Commissioner Phelps said she was concerned about the building along 23rd Street. She did not believe it met the criteria for pedestrian-oriented street frontage. The Applicant talked about hospital employees walking over to get lunch, but she believed there would be a much better approach and view along 23rd if there was a pedestrian friendly entrance on 23rd. The entrance is completely oriented to the east in the parking lot just as if it was a shopping center, not a pedestrian-friendly building, which the Code requires. She did not like that it would be a completely blank wall except for a couple of windows that relate to the floor plan. The orientation of the building does not meet the pedestrian-friendly goal because there is no pedestrian access on 23rd for people walking or driving from downtown. She wanted to know why Staff recommended approval of a 20-foot building that did not meet the minimum 24-foot height requirement. Additionally, the Commission has denied requests for wainscoting in the past, but this request included wainscoting, and she asked for an explanation of that discrepancy.

Planner Ferber stated she had addressed the building height in the Staff report. The awning, which is a major design element, is 25 feet high. So, it meets the criteria and will visually protect the view corridor on the west side of the building. The trees on the west side will be narrow to maintain views of the river. The wainscoting on the Dollar General was a decorative element, but this building has a 4 1/2-foot cement base that ties into an industrial feel. She believed it met the criteria for matching with the waterfront and the industrial look while incorporating a contemporary commercial look.

President Rickenbach said he did not believe the 23rd Street side of the building was an issue after considering the criteria. Safeway is an almost identical layout on its site and a lot of the commercial buildings in downtown have similar walls that side to public spaces.

Commissioner Phelps said Safeway was built after the design review process, so it did not apply to this situation.

Planner Morgan clarified that the City did work with Safeway to incorporate the windows on the south side, noting their original proposal was a blank wall.

Commissioner Bardy agreed this proposal was very similar to Safeway's orientation, but it would be difficult to find someone who would say Safeway was a wonderful building. The Commission can do better. She believed the front of the building was really nice.

Commissioner Phelps said she liked the parking lot and wanted some of those design features to wrap around to the other side. She realized this would interfere with the floor plan, but the proposal was a very unappealing wall on 23rd Street.

Commissioner Hensley stated it would be nice to see the site options. President Rickenbach believed the Commission needed to either accept or reject the Applicant's proposal.

Commissioner Hensley suggested the request be accepted with conditions. She trusted the architect's judgement on design decisions for his client as opposed to an HOA's architectural board. On the west elevation, there is a long span between two or three windows. That area and the area to the right of the loading bay could have a mural with additional lighting on the east side and fabric sails on the south side to dress it up for pedestrians.

Vice President Gunderson said she would like to see more on the back wall.

A member of the audience requested the public hearing be reopened for public testimony, as he believed Vice President Gunderson had promised him the opportunity to speak during the Applicant's rebuttal.

Vice President Gunderson declined the request and explained that there were opportunities to appeal and speak on the record at future public hearings on this development. She apologized for deviating from the rules of conduct for public hearings.

Commissioner Phelps asked if she was the only Commissioner concerned about the lack of pedestrian friendly access on 23rd.

Commissioner Bardy said she was as well, but had not yet spoken. She did not believe the Commission could approve this request yet. She liked the idea of using foliage on the loading bay to obscure view of the trucks, but because it would be visible to anyone living in Mill Pond it needs to obscure the view year-round. The design on the north side is pretty blank, but is visible by anyone on the river or who lives in Mill Pond. She felt strongly about the siding. The zinc grey color is nice, but Section 14.025 identifies acceptable wall treatments for waterfront industrial. The only two options are board and batten or galvanized corrugated metal. Siding manufacturers now make a galvanized board and batten. A lot of the historic buildings have board and batten. The proposed design is nice, but board and batten would tie in more to bridge the gap with less contemporary industrial. She preferred the more historic style of lighting, but she understood energy usage concerns. She questioned why solar panels had not been considered, given that this is a new building. Astoria does not have a lot of sun, but it would offset energy use.

- The site orientation is really complicated, but she was concerned about the back of the store facing 23rd and access from Steam Whistle. The Co-op gets a lot of foot traffic in its current location. Moving the Co-op out of downtown would result in a huge switch in the way most people access the store. There seems to be a lot of emphasis and priority on hospital staff getting to the Co-op, which makes sense because they will probably eat there. But there is no mention of how people in Mill Pond or the apartments will access the Co-op. She found it strange that the hospital was the priority. Most people will probably drive and she believed the amount of traffic was underestimated. She understood why the Applicants proposed the orientation to fit within the guidelines; however, she recommended making the footprint smaller. She believed the lot was zoned for half the square footage and if the footprint was a little bit smaller, the access points would be wider and could possibly get cars and trucks in at the same time. Generally, it is a beautiful design, but there is still a lot of work to do.

Commissioner Phelps said the property owner will eventually put apartments on the adjacent parcel. It is a lost opportunity that a mixed-use building has not been proposed. This building is just a little under 12,000 square

feet and if it were more than 12,000 square feet a second story would be required. Compared to what could have been, it is sad that a mixed-use development was not proposed.

President Rickenbach said the siding in the email sent out by Staff earlier that day looked different from the siding sample provided during the hearing. He asked which one the Commission was supposed to consider.

Planner Ferber confirmed the sample is what the Applicant has proposed. The email just showed an example of a similar siding.

President Rickenbach asked if the Applicants would be required to heighten the parapet if there were height issues. Planner Ferber said the HVAC equipment creates a very busy rooftop and she has asked the Applicant if it would be screened or hidden by the parapet. She was not clear on the height of the mechanical units. The criteria do not state whether the view should be considered from the ground elevation or a neighboring property. The roof can be seen from up on the hill, but screening it in makes the building appear bigger.

President Rickenbach said he was concerned that there were still so many unanswered questions about the items the Commission is reviewing. He asked if the Commission wanted to vote or offer the Applicant the opportunity for a continuance so that some of the questions can be answered.

Planner Ferber stated many of the items on her list were addressed during the hearing and some will be easy to take care of later on. The Commission can require the Applicant to submit more details to Staff prior to a building permit or require the existing permit be amended. The request can be tentatively approved or denied pending specific direction given to the Applicant or the review can be continued to a date certain. If the Commission requires items not already in the Staff report, it is important to give the Applicant clear direction so they can address the items and come back with a complete application.

President Rickenbach and Vice President Gunderson both agreed they were comfortable allowing Staff to approve the additional details. The major consideration is the building orientation.

Commissioner Phelps believed the building materials were lovely, but she objected to the orientation of the building. She suggested widening Steam Whistle to 30 feet to accommodate a buffer in front of the garages to mitigate the impacts of access to the parking lot.

Vice President Gunderson confirmed there was currently no sidewalk on Steam Whistle.

Commissioner Bardy suggested the building be bumped back, even though it would decrease parking and impact the floor plan, to provide a residential feel.

President Rickenbach moved the Astoria Design Review Committee adopt the Findings and Conclusions stated in the Staff report and approve Design Review DR17-03 by Garry Vallaster with the following additional conditions:

- Man doors and loading bay doors shall be approved by Staff.
- The Applicant shall work with Staff to make minor alterations to the layout of the site to create a buffer.
- Delete Recommendation Numbers 1 and 5.
- Additional design elements and pedestrian access on the west facade of the building shall be approved by Staff.

Commissioner Bardy believed Staff was being asked to approve too many elements of this request.

Planner Ferber confirmed she understood the additional conditions.

The motion was seconded by Commissioner Phelps. Motion failed 2 to 3. Ayes: President Rickenbach and Commissioner Phelps. Nays: Vice President Gunderson, Commissioners Bardy and Hensley.

Staff reviewed the Commission's options for moving forward and answered Commissioner's questions about how each option would impact the design review process. Staff reiterated that if the hearing is continued, the Applicants should be given clear direction about what information to provide at the next meeting.

Commissioner Bardy said she wanted to see the building moved back 40 feet and more design elements on the south elevation.

President Rickenbach said there are so many issues among the Commission and the public that the next design should meet as many of the criteria as possible to ensure it does not get appealed to City Council. He did not believe the Commission should dictate how to design the building or solve the problems. Vice President Gunderson agreed. President Rickenbach said he would be fine with a continuance that included the Commission's recommendations as part of the criteria. Currently, the Applicants do not have any buy-in from this Commission or the public, which was confirmed by his failed motion.

Commissioner Phelps said she was okay with the proposal except for the lack of an entrance on 23rd Street. If there was a pedestrian-friendly front view access from 23rd, she would not mind where the building was located.

Commissioner Hensley said in its current location, the building still has the Steam Whistle access problem. President Rickenbach stated that was not the Commission's problem. Commissioner Hensley clarified she was not talking about the cars on the street; she was talking about the design, which implies the cars on the street. She believed more consideration should be given to the people who live in the neighborhood, including the apartment buildings. An alarming amount of priority seems to be given from business derived from the hospital at lunch time. The Applicants are ignoring their closest neighbor and more consideration needs to be made for them. President Rickenbach agreed. Commissioner Hensley believed the only way to solve that problem with the proposed orientation would be to make the footprint smaller. This lot was originally zoned for less than half of the square footage proposed, so asking to make the building smaller is not outlandish and would still be a huge upgrade from the current location.

President Rickenbach moved the Astoria Design Review Committee continue the review of Design Review DR17-03 by Garry Vallaster to June 7, 2018 and reopen the public hearing for further review of the building orientation on the site. Seconded by Commissioner Hensley. Motion passed unanimously. Ayes: President Rickenbach, Vice President Gunderson, Commissioners Hensley, Phelps, and Bardy. Nays: None.

STATUS REPORTS:

Planner Ferber noted a pending permit will require back-to-back meetings with the DRC and HLC, so the DRC could have two meetings in June.

REPORTS OF OFFICERS:

Vice President Gunderson requested that the June 7th agenda included welcoming Commissioner Bardy.

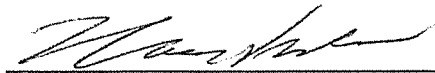
PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:07 p.m.

APPROVED:



Community Development Director

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

May 15, 2018

CALL TO ORDER – ITEM 1:

A regular meeting of the Astoria Historic Landmarks Commission (HLC) was held at the above place at the hour of 5:15 pm.

ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Paul Caruana, Mac Burns, Kevin McHone, and Katie Rathmell.

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

ELECTION OF OFFICERS – ITEM 3:

In accordance with Section 1.115 of the Astoria Development Code, the HLC needs to elect officers; update Sherri Williams to Tiffany Taylor

President Gunderson announced Tiffany Taylor was the new administrative assistant for the Community Development Department.

Commissioner Burns moved that Tiffany Taylor be elected Secretary for 2018; seconded by Vice President Dieffenbach. The motion was approved unanimously.

APPROVAL OF MINUTES – ITEM 4:

President Gunderson asked if there were any changes to the minutes of April 17, 2018. There was none.

Commissioner Burns moved that to approve the minutes of the April 17, 2018 meeting as presented. Commissioner Osterberg seconded. The motion was passed 6 to 0 to 1 with President Gunderson abstaining.

PUBLIC HEARINGS:

President Gunderson explained the procedures governing the conduct of public hearings to the audience and advised that the substantive review criteria were listed in the Staff report.

ITEM 5(a):

NC17-04 New Construction NC17-04 by Tiffany Booth and Zoe Fenton to reconstruct a single-family dwelling with a one car attached garage at 2609 Irving Avenue. (Continued from October 17, 2017. applicant requested a continuance to July 17, 2018.)

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. Hearing none, she requested a presentation of the Staff report and recommendation.

Planner Ferber stated the Applicant had requested a continuance to July to wrap up final design details. If the application is not ready to be reviewed by the HLC by July, the Applicant would need to withdraw the application and resubmit the project as a new application.

President Gunderson called for public testimony. There was none.

Commissioner Burns moved that the Historic Landmarks Commission (HLC) continue New Construction NC17-04 by Tiffany Booth and Zoe Fenton to July 17, 2018; seconded by Vice President Dieffenbach. Motion passed unanimously.

ITEM 5(b):

EX18-03 Exterior Alteration EX18-03 by Michael Bissell to replace a window, door, and contemporary window with a bank of four wood 1/1 windows on the second floor, rear (north) elevation of an existing single-family dwelling at 3712 Franklin Avenue.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. Hearing none, she requested a presentation of the Staff report and recommendation.

Planner Ferber presented the Staff report, which recommended approval of the application. No correspondence has been received.

Commissioner Osterberg confirmed the window being removed was not aluminum and that there was no proposal to save or reuse the aluminum window.

President Gunderson opened public testimony for the hearing and asked for the Applicant's presentation.

Michael Bissell, 3712 Franklin Ave, Astoria, said he was getting rid of the aluminum window and the door. He had to get rid of the door for insurance and mortgage purposes. He was pleased with Ms. Johnson's work on the Staff report, adding she had suggested the bank of windows, which was better than what he had come up with. He had looked into replacing the stairs that had originally led to the door, but a previous remodel prevented putting the stairs back. He confirmed that the original window being replaced was impossible to match. He would store the window, but the wood is damaged. The window would require being rebuilt, so it made more sense to just get four matching windows all from the same manufacturer.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she called for closing remarks of Staff. There were none. She closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Vice President Dieffenbach believed the project would be a great improvement.

Commissioner Osterberg moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX18-03 by Michael Bissell; seconded by Commissioner Burns. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

ITEM 4(c):

EX18-06 Exterior Alteration EX18-06 by Noel Weber to add a new entryway with door and stairs on the west elevation, and restore existing doors on the north and west elevations of an existing commercial building at 514 12th Street.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Planner Ferber presented the Staff report and noted that the Applicant would be presenting additional photographs. No correspondence has been received and Staff recommended approval of the request.

Vice President Dieffenbach confirmed the double door was on the west elevation.

Commissioner Osterberg said he appreciated the good work in the Staff report, especially the information from the historic inventory and the details about distinctive stylistic feature of the American Renaissance style.

President Gunderson opened public testimony for the hearing and called for the Applicant's presentation.

Noel Weber, 514 12th Street, Astoria, showed photographs of the restoration work done since acquiring the building about three years ago. He described each photograph and said he was doing all of the work himself. The lintels on the back side of the building were reproduced and installed below the second story windows. A lot of the information they collected for the restoration project came from historic photographs. The iron work above the main entrance on 12th Street was reproduced. The building was an old YMCA building and their first logo was a triangle representing the trinity of mind, body, and spirit. He believed the logo was scrapped in about 1980 and it was nice to add it back to the building. Currently, he was working on the first story windows. He was able to restore the old transoms that were buried behind plywood. Wooden picture windows were built by Wooddale Windows in Portland. Three had already been installed. The aluminum doors currently had tinted glass, but he would be replacing that with clear glass. The west elevation had a single door on the main entrance and he if he could fit double doors in the space, he would do so. The single door was installed to accommodate ADA access. The stairwell would be a steel structure with concrete treads. The iron work on the staircase would mimic the iron work above the main entrance. He wanted to identify the building as two different buildings because it would be used by two different entities.

President Gunderson thanked Mr. Weber for changing out the tinted glass to clear glass on the aluminum doors.

Mr. Weber noted he wanted clear glass so that he could add gold leaf at some point. Gold leaf does not show well on tinted windows.

Commissioner Osterberg asked if the Applicant was proposing to paint the aluminum doors.

Mr. Weber explained that there was some concern about the look of the aluminum compared to the building. Painting the doors a darker color would be a compromise. All of the exterior wood doors on the building would be painted a dark color to match the second story windows. Therefore, if the aluminum doors were not acceptable, he would paint them.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she called for closing remarks of Staff. There were none. She closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

President Gunderson said she had been watching the restoration and believed it was a wonderful project. The Applicant was doing a beautiful job.

Vice President Dieffenbach believed replacing the single door with double doors will be great if they can be installed.

Commissioner Osterberg said he was in favor of the proposals and was satisfied with the aluminum finish on the doors. He believed metal was appropriate for this style of architecture.

Planner Ferber suggested the HLC add conditions allowing the aluminum doors to be left unpainted, stating the tinted glass would be changed to clear, and that double doors were preferred on the main entrance.

Vice President Dieffenbach moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX18-06 by Noel Weber, with the additional following conditions:

- Aluminum or paint would be an acceptable finish on the doors
- Double doors were preferred on the main entrance facing 12th Street, but if not possible, a single door would be acceptable
- All of the doors shall have clear glass.

The motion was seconded by Commissioner Burns. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

SPECIAL ASSESSMENT APPLICATIONS ITEM 6:

Planner Ferber stated Special Assessment applications, which were included in the agenda packet, had been received for the following properties:

- Francis Apartments, 1030 Franklin Avenue
- YMCA, 514 12th Street
- Gustavus Holmes House, 682 34th Street

Vice President Dieffenbach moved that the Historic Landmarks Commission (HLC) recommend that the State Historic Preservation Office approve the Special Assessment applications for all three properties; seconded by Commissioner Burns. Motion passed unanimously.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 7:

President Gunderson thanked Planner Ferber for carrying the Planning Department over the last several months.

STAFF UPDATES – ITEM 8:

There were none.

MISCELLANEOUS – ITEM 9:

There were none.

PUBLIC COMMENTS – ITEM 10:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:49 pm.

APPROVED:

City Planner

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
May 22, 2018

CALL TO ORDER:

President Fitzpatrick called the meeting to order at 6:30 pm.

ROLL CALL:

Commissioners Present: President Sean Fitzpatrick, Vice President Kent Easom, Daryl Moore, Joan Herman, and Brookley Henri.

Commissioners Excused: Jennifer Cameron-Lattek and Jan Mitchell.

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

ELECTION OF OFFICERS:

(Welcome to Tiffany Taylor) In accordance with Section 1.115 of the Astoria Development Code, the APC needs to elect officers; Recommendation: Update Secretary Anna Stamper to Tiffany Taylor.

Commissioner Moore moved that the Astoria Planning Commission elect Tiffany Taylor as Secretary; seconded by Vice President Easom. Motion passed unanimously.

APPROVAL OF MINUTES:

President Fitzpatrick and Commissioner Herman noted the following corrections to the April 24, 2018 minutes:

- Page 5, 5th Paragraph, 3rd Sentence – "He added that Commissioner Herman **Mitchell** had made it clear she was disturbed by his suggestion of broth,..."
- Kris Haefker's name had been misspelled.

Vice President Easom moved that the Astoria Planning Commission approve the minutes of the April 24, 2018 meeting, as corrected; seconded by Commissioner Herman. Motion passed 4 to 0 to 1, with Vice President Easom abstaining as he was not present at that meeting.

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 5(a):

CU18-03 Conditional Use CU18-03 by Trevor Alaine to locate a three-bedroom bed and breakfast in an existing single-family dwelling at 222 McClure Avenue. (Applicant has requested a continuance of the public hearing and permit review to June 26, 2018)

Planner Ferber stated the Applicant was working with Mike Morgan, and had requested a continuance so he could resolve some parking issues. She had just received a couple of public comments at the staff table, which had not yet been made available to the Commissioners. The Staff report had not been issued to the Commissioners either because the Applicant had requested the continuance.

President Fitzpatrick opened the public hearing and called for testimony in favor of or impartial to the application. Hearing none, he called for testimony opposed to the application.

Donald Clyde, 260 McClure Ave, Astoria, stated the permit shows parking that the Applicant did not have. The Applicant currently has renters and the bed and breakfast guests would have to back on to his property in order to turn around and leave. His property contains an easement that gives the Applicant access to the home. He

did not see how the Applicant could ever get a conditional use permit. There is no way to have parking for the number of beds the Applicant has said he could have. The Applicant has said he would provide two parking spaces in a garage and three outside, which he did not believe would be safe or feasible. The easement is in terrible condition and it is the Applicant's responsibility to maintain it. There are motion activated lights that shine right into his bedroom, which he was not very happy about.

President Fitzpatrick explained that since the Commissioners did not have an application, it was not possible for them to see the areas Mr. Clyde was discussing. He encouraged Mr. Clyde to attend the June meeting.

Mr. Clyde said he had a major objection to continuing request because he did not know what could possibly change between now and then. The parking issue would not change. Tabling the application did not seem to make sense.

President Fitzpatrick said he was allowing people to give testimony so that the public has the opportunity to speak.

Mr. Clyde stated Mike Morgan was on the property to take measurements and Mr. Morgan agreed that parking was a major issue.

Joleen Hoppes, 111 McClure Ave, Astoria, said she lived directly across the street from the proposed bed and breakfast, which is on a dead-end road without sidewalks or street lights at the end of the road. There is a trail at the end of the road used by kids to get to the high school. The road and trail are also used by runners and dog walkers. The bus stop is at the beginning of McClure at 7th Street, so the kids have to walk down the street to get the bus. If parking is allowed on the road, the road will be narrowed, which would impact the kids and dog walkers. She recommended allowing parking only on one side of the street, which would still not fix the situation. Emergency vehicles going up Mr. Clyde's driveway or parking on the street would cause a lot of issues. She and her husband bought their house over 20 years ago and the neighborhood has been great. A lot of the residents have been there for a long time, which allows for a neighborhood watch. She has great neighbors that she can count on. When changed over to a business neighborhood, the whole composition of the neighborhood changes. She has spoken to her neighbors and has not found anyone in favor of the request. Her biggest concern was for the safety of the public because a lot of people use the street. She was glad the Commission was taking public comments now because some people cannot make it to the June meeting.

President Fitzpatrick said whether one could attend the June meeting or not, members of the public could write an email or a letter.

Planner Ferber confirmed that people could send written comments even if they had already spoken on the record.

Vice President Easom moved that the Astoria Planning Commission continue the public hearing and review of Conditional Use CU18-03 by Trevor Alaine to June 26, 2018; seconded by Commissioner Moore. Motion passed unanimously.

WORKSESSION:

Review Proposal of Code Amendments to Address Emergency Shelters

President Fitzpatrick confirmed there were no public comments at that time.

Planner Ferber reviewed the Memorandum included in the agenda packet and said a map had been provided by the Astoria Warming Center. She was still working with the City Attorney to get answers on a few legal questions, but the proposed Code amendment had been updated with Commissioner Moore's recommended language referencing public health and safety requirements in the State Fire Marshall's Technical Advisory and other items discussed at the previous work session. She provided details on the issues that the City Attorney was working on and recommended that approval of the Code amendments be postponed until after the Commission had considered the City Attorney's recommendations on those issues.

Commissioner Moore reminded that the Commission's role was directed by the Development Code and the Comprehensive Plan. It is essential that the Commission "protect existing neighborhoods from incompatible uses" (Comprehensive Plan). Projections show that the homeless population would grow, as would the number of warming shelters. When creating a new use in existing neighborhoods, the Commission needs to do so at a level that is not disruptive to those neighborhoods. This is what drove his arguments for the capacities and maximum occupancies he proposed for residential zones. Warming shelters in non-residential zones could be as large as the footprint of the building allowed according to the State Fire Marshall's Technical Advisory. He believed the most recent version of the proposed Code language captured everything the Commission had discussed and agreed upon so far.

Commissioner Henri agreed the revised version captured everything the Commission had discussed. She wanted to hear more public testimony and continue the Commission's discussion.

Commissioner Herman referred to Dan Parkison's letter, which stated limiting occupancy to 25 people would not allow the Astoria Warming Center (AWC) to take full advantage of their facility. She was concerned about this as well because on bad nights, five people would not get shelter. However, she agreed with Commissioner Moore that neighborhoods needed to be protected. The Astoria Warming Center showed considerable improvement with the Good Neighbor Commitment, so she was not sure why the occupancy needed to be reduced.

President Fitzpatrick reminded that these Code amendments were not directly related to the AWC; they regarded zoning codes for the entire city. The Commission cannot write Code specifically for one facility.

Commissioner Moore explained the recommendation to limit occupancy to 25 was based on averages and how those averages correlated with negative feedback each year. He preferred to err on the side of caution because of the direction provided by the Comprehensive Plan.

Vice President Easom asked why the R-1 zone was not listed, noting that the Code referred to "all other zones." Commissioner Moore confirmed the City Attorney was considering whether the R-1 zone should be mentioned in this Code, even though this code would not apply to R-1 zones.

President Fitzpatrick called for public comments.

Janet Miltenberger, 877 10th St., Astoria, said she understood Commissioner Moore's logic about restricting occupancy to 25 people. However, the AWC's occupancy averages between two years that he based that recommendation on was not the only difference between those two years. Many other things were changed between those two years, during which time the AWC held extensive public meetings and took input. Through that process, the AWC developed the Good Neighbor Commitment and implemented many changes to minimize impacts to the neighborhood, including a stricter exclusion policy, actively discouraging people from arriving early, and supervising smoke breaks. All of the things listed in the Good Neighbor Commitment had been implemented and she believed those changes made a strong difference in the impacts to the neighborhood. The number of people was not the only factor that reduced the negative impacts during this last year compared to the year before.

President Fitzpatrick noted that the church in Ms. Miltenberger's neighborhood was not listed on the map.

Kris Haefker, 687 12th St, Astoria, asked if State guidelines for temporary use permits and emergency shelters trumped the City's guidelines. Planner Ferber confirmed she would look into that. Mr. Haefker said if the State guidelines took precedent, emergency shelters could be located in all residential zones. Shelters are opening in Portland in various residential zones. He asked what the disruption to the neighborhood was and why the Code would distinguish between the amount of people that could occupy a shelter. He questioned whether the concern was related to traffic, noise, or the type of people. If temporary use permits are easy to get and allow shelters to make use of different facilities and neighborhoods, could the shelters rotate among several locations so that whole community accepts the burden and responsibility of the homeless? He asked the Commission to look into answers to his questions.

Commissioner Moore responded, noting that the State Fire Marshall's Technical Advisory allows municipalities to be more restrictive than what they authorize and much of the proposed Code was based on that advisory. The Comprehensive Plan does specifically define disruptions to neighborhoods, so the Commission must make judgments about what constitutes negative impacts.

Lois Dupet, P.O. Box 1282, Astoria, said she testified to the Commission in April that the definitions are extremely insulting. She wanted to know the purpose of assigning an insulting label to the entire process. The purpose statement in the proposed Code says the code is "to provide short term shelter for homeless when homeless are at greater risk of injury, death..." etcetera. The description states a "warming shelter provides an opportunity for homeless to escape." The Commission could use other derogatory terms like, rats. She asked why a section needed to be assigned to make assumptions about these people who are in need. Their lifestyle may not be like others, but that does not mean one can say they are sleeping in a manner not consistent with being human beings. If the Code needs to call them something, they should be called rats. The Commission should be honest about their attitudes. She asked why this label had to be used. Homeless people do not like the label "homeless." Many of them are not homeless. They are individuals in need. She recommended using the following phrase, "those in need of shelter."

Commissioner Herman and President Fitzpatrick agreed that the phrase "those in need of shelter" might be more appropriate because people need shelter for a variety of reasons.

Planner Ferber confirmed that City Attorney Henningsgaard's recommendations would be made available to the Commission in writing by the June 26th meeting. She listed options for next steps and noted that the earliest possible date for a public hearing would be in July.

After some discussion, the Commission agreed to move forward with a public hearing on the proposed Code.

Commissioner Moore moved that the Astoria Planning Commission direct Staff to prepare Code language regarding temporary warming shelters for Commission approval and recommendation to City Council for adoption; seconded Commissioner Herman. Motion passed unanimously.

REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Moore thanked the Commission for working on the Code amendments. He clarified that the language used was extracted from language used in existing codes in other jurisdictions, including the definition. Presumptions that the proposed language contained personal bias is false.

Vice President Easom agreed the proposed language was standard and he believed it was ridiculous to draft new language for a definition that was already on the books.

Commissioner Herman added that as a former English teacher and writer, she believed words carried a lot of weight.

Commissioner Henri believed the definitions that used the term homeless were good. She knew other terms could be used, but she did not believe the word "homeless" was insensitive. The proposed Code used conventional language that the rest of the State was using. She suggested the language be amended to accommodate a broader classification of people.

NEW BUSINESS:

Planner Ferber welcomed Tiffany Taylor.

STAFF UPDATES:

There were none.

PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:17 pm.

APPROVED:

City Planner



CITY OF ASTORIA
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May 31, 2018

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA FIRE DEPARTMENT YEAR TO DATE STATUS REPORT

2018 Year to Date Emergency Response Summary –

The Astoria Fire Department has responded to 573 emergency requests for service in 2018 through the month of May. This is a modest 1% increase over the same time period last year, however it is important to note that 2017 was the highest call volume in the history of the Astoria Fire Department.

To Date AFD has responded to:

- Reportable Fire Incidents 18 – these include structure fires, vehicle fires, chimney fires, wildland fires, etc. These fires have resulted in an estimated loss of \$38,000 so far in 2018.
- Emergency Medical/Rescue Incidents 354 – AFD responds to life threatening medical calls (heart attacks, seizures, breathing difficulties, overdoses, etc.) as well as motor vehicle accidents, people trapped in elevators, etc. Of note, in this time period we have responded to 31 motor vehicle accidents 2 of which involved extensive extrication of patients and 3 of which were motor vehicle vs. pedestrian calls.
- Hazardous Condition Incidents 8 – type of calls included combustible and flammable liquid spills, power lines down, carbon monoxide incidents, hazardous materials incidents. State HazMat Team 11, our regional hazardous materials team responded to Seaside as part of an official State Call-out for an unknown chemical release at a residence.
- Service Calls 29 – The service call category includes items such as water evacuation, smoke or odor removal, assisting police or other public agencies, assisting invalids, cover assignments, unauthorized burning, and other public service calls.
- Good Intent Calls, False Alarms, & False Calls 164 – This category includes false fire alarms, false medical alarms, incidents where we are canceled while still en-route, smoke scares or odor of smoke, and malfunctions of alarm equipment.

2018 Year to Date Training –

Department members have been very active in training. Every member has minimum annual training requirements to maintain certification; these training requirements are the same for both career and volunteer firefighters. Every certification requires additional continuing education to the annual load for that member on top of the hours required to achieve initial certification.

Examples of certifications achieved or maintained include:

- Firefighter 1
- Firefighter 2
- Apparatus Driver
- Pumper/Operator
- Aerial Operator
- Fire Officer
- Wildland Firefighter
- Instructor
- Hazardous Materials Operational Responder
- Hazardous Materials Technician
- Emergency Medical Technician
- Advanced EMT
- EMT-Intermediate

Astoria Fire Department members have attended and hosted numerous classes so far this year. We have instructed a basic fire academy for our new members as well as new firefighters throughout the county. We hosted a specialized firefighter survival class in April that brought firefighters from five states to Astoria for a weekend of highly specialized training.

Thanks to a very generous donation by Columbia Memorial Hospital, we have had the benefit of the use of a structure to conduct training in a much more realistic manner. We will soon be conducting a “burn to learn” on that structure and get our members valuable, live-fire training. We are extremely appreciative of CMH’s donation and patience while we have used this house for training.

In total, year to date, Astoria Fire Personnel have logged **1,974 hours** of training.

General Information

With the retirement of Chief Ames and the reclassification of Deputy Chief Gascoigne to Interim Chief, we have made some adjustments to our operation to help cover needed tasks. Lt. Bishop has taken over planning and delivering training for our volunteer drill nights. Lt. Corbit has taken over planning and organizing training for department staff. The assistance of these two Lieutenants has been extremely valuable and is greatly appreciated.

Our two newest firefighters are nearing the end of their probationary year and are progressing well in their training. Both have proven to be valuable additions to our department.

Respectfully Submitted:



Paul Gascoigne, Interim Fire Chief



CITY OF ASTORIA

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MEMORANDUM • POLICE DEPARTMENT

DATE: JUNE 9, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA POLICE DEPARTMENT – STATUS REPORT

Overall this quarter has been relatively quiet with minimal high-profile incidents. Astoria PD calls for service totaled 3586 which is consistent with an average quarter in 2017. The total calls for service for calendar year ending 2017 were 14554 which is only about 4% less than 2016. Comparisons to our two closest neighbors are included for illustrative purposes only.

Calls for Service

Agency	2016	2017
Astoria PD	15145	14554
CCSO	13782	14589
Warrenton PD	8022	7893

Staffing continues to be a challenge for the police department and the 911 Dispatch Center. Our two newest police officers graduated from the DPSST police academy on April 13, 2018. Both officers are now in their three to four-month field training program and will be ready to go to out on their own towards the end of July. Our newest officer, Alex Whitney will be sworn in before Council on Monday, June 18th. The police department is grateful for the additional officer position that was approved, which will bring our sworn strength to 17. Our highest priority is our front line police officers and officer-safety. Once our two newest officers are out on their own, we will evaluate filling the vacant second detective position. We are also evaluating participating in the County Drug Task Force at some point, in some capacity, as staffing permits. We have also had conversations with the school district regarding cost-sharing to restore a School Resource Officer which would be a significant benefit to the schools.

Dispatch continues to experience staffing shortages as well. The dispatch center's staffing level had been seven and a half full time equivalent positions for 24-hour coverage. Dispatchers continue to work a significant amount of overtime to fill vacancies. Our two new dispatchers are still in the training phase but are moving along nicely. Both have completed their DPSST academy Telecommunicators course and are in the on-the-job training phase. We are looking at moving them to solo status sometime this summer. We are processing more applicants for the remaining opening. Operations Supervisor, Candace Pozdolski is still operating at the dispatcher level until the latest dispatchers are fully trained and then she will move into her new role.

Our dispatchers and officers have done an excellent job responding to calls for service, providing good response times and quick capture of offenders. Over the past quarter, the police department has responded to a few high-profile incidents. One example was the bank robbery at US Bank on April 28th. The suspect entered the bank, demanded money and then fled the bank with the

money. Officers surrounded the area with assistance from CCSO, OSP and Warrenton PD. The suspect was captured a short time later at the Columbia Inn. An excellent example of our county's law enforcement partnership. Additionally, our officer's knowledge of known criminals in our community lead to a quick identification and apprehension.

Training continues to be one of our highest priorities for our current employees. Bi-monthly training was provided to all officers over a period of two days on topics that included the Attorney General's office training on Federal Enclaves (allowing us to enforce laws at the post office), training from Steven Hildreth, Clatsop Co Animal Shelter on animal-related calls, training from Western State's Information Network (WSIN) on their Regional Information Sharing System (RISS) and lastly a block from Chaplain Jerry Giados on Stress and Resilience.

Informal programs are being structured to mentor employees by exposing them to meetings and other internal systems to expand their view of our operation and big-picture view of the city.

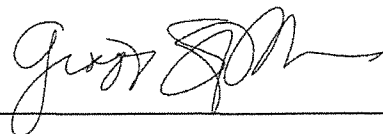
A significant focus during this quarter is building and establishing relationships with our law enforcement partners and community partners. Tragic active shooter incidents continue to occur on a regular basis and highlight the importance of effective communication with our schools to ensure we are all on the same page. Astoria Police Command Staff met with Astoria School District leadership to discuss school drills, common language, training and protocols. APD participated with other Clatsop County Law Enforcement leaders to ensure our training is current and consistent throughout the county. During a significant event, we will all rely on our law enforcement partners. We will continue to train on this important topic and involve the school in our training as well.

Chief Spalding has also reached out to our FBI partners to ensure we are receiving current and accurate information related to domestic terrorism. Astoria PD will be part of the Joint Terrorism Task Force (JTTF) and become the liaison for northwest Oregon. Deputy Chief Halverson is in the process of obtaining his security clearance which will allow him to join me at the JTTF meetings to ensure we have advance notice of any concerns for our region.

On the local front, homelessness continues to be a significant problem for the department and the community. Officers work to find creative solutions to deal with the behaviors of some of these individuals. Work continues on the Mayor's Homelessness Task Force and the Chief is looking forward to some of the solutions that the subcommittees will be proposing. These creative solutions will benefit the police department and community as a whole. There are no easy answers, but many community leaders are encouraged that the City is having a conversation on this controversial but very important subject.

Be looking for the return of the "bubble car." Chief Spalding has decided to take the Gem electric car out of retirement. We've replaced the batteries and will be looking at new graphics as this was a community favorite. The Chief is looking for a stronger presence on the Riverwalk and other areas of town this summer. Chief Spalding will also be exploring the feasibility of police volunteers to pilot the small car.

By: _____



Geoff Spalding, Chief of Police



CITY OF ASTORIA

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MEMORANDUM • PARKS AND RECREATION

DATE: JUNE 8, 2018

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: DOUGHBOY MONUMENT REPAIR – CONTRACTOR SELECTION AND CONTRACT

DISCUSSION/ANALYSIS

Earlier this year, 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 which identified the structural damage to the east side including the destruction of the east wing entry, planter boxes, and two lamp posts. AFS prepared structural repair drawings of the work that needs to be done on the Monument as a result of the vehicle damage. Staff is working with the City's insurance carrier CIS concerning the insurance claim.

A summary of work to be completed by grant funds include:

- A \$12,000 Veterans and War Memorials grant from the State Historic Preservation Office (SHPO) - awarded in 2017 to restore the west restroom, patch exterior cracks, repaint the structure, repair the flat roof, and refurbish the flag pole. That work will be completed by a combination of local contractors and students from the Clatsop Community College (CCC) Historic Preservation program and Tongue Point Job Corps.
- In December 2017, the City received a generous pledge of \$5,000 from the Samuel S. Johnson Foundation for additional work. That work is proposed to restore the tile roof, replace two of the light fixtures, and possible other miscellaneous work not covered by the SHPO grant.
- In April 2018, staff applied for a \$17,190 Veterans and War Memorials grant from the State Historic Preservation Office (SHPO) to replace the terra cotta tile roof. Match for that grant would come from the Johnson Foundation donation and in-kind staff and Clatsop Community College (CCC) Historic Preservation program volunteer time. The City will be notified at the end of June if we receive the grant award.

Staff was able to begin the first SHPO grant related work on the west portion of the Monument including: plumbing and a portion of the electrical; Clatsop Community College Historic Preservation students completed the plaster work on the east and west side interior and painted

the flag pole; Tongue Point Job Corps students painted the interior of the structure. Some of the grant related work such as the exterior painting cannot be completed until the structural damage has been repaired.


Staff solicited proposals from several contractors and published a Request for Proposals. Proposals were received from Pioneer Waterproofing Company Inc., and CC&L Roofing. Both are qualified contractors. The CC&L Roofing proposal was for the tile roof only and Pioneer Waterproofing's proposal included the tile roof work using CC&L as a subcontractor. The total proposal is for \$138,217 which includes the estimated \$20,132 for the tile roof. Staff is recommending the selection of Pioneer Waterproofing. They have worked for the City in the past on the City Hall repairs and have experience with working on historic structures. While the majority of this contract will be paid by CIS, our CIS claims agent has advised that the contract for the repair work would be with the City and not CIS directly.

Funding for the structural repair would come from the CIS Insurance Claim for the vehicle damage, some additional minor work would come from the SHPO grant. Matching funding for the original SHPO grant was previously approved by City Council and would come from Astor-West Urban Renewal Funds with staff time counting as a portion of our match requirement. The tile roof work would come from the Johnson Foundation donation and the pending SHPO grant. The attached contract and Scope of Work indicate that should the City not receive the SHPO grant for the tile roof, that portion of the proposed work may be removed from the project. The contractor is aware of this condition.

The City Attorney has reviewed the contract and approved it as to form.

RECOMMENDATION

Staff recommends that Council select Pioneer Waterproofing Company Inc. for the Doughboy Monument repair work and authorize the Mayor and City Manager to sign a contract with Pioneer in the amount of \$138,217 for this project.

By: 
Rosemary Johnson, Planning Consultant

Through: 
Angela Cosby
Director of Parks & Recreation

CITY OF ASTORIA
CONTRACT FOR GOODS AND SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of June, 2018 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Pioneer Waterproofing Company Inc., 14830 SW 72nd Avenue, Tigard OR 97224 hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONTRACTOR GOODS AND SERVICES

- A. CONTRACTOR shall provide goods and services for the City of Astoria, as outlined in Attachment A, Scope of Work, which by this reference is incorporated herein.
- B. CONTRACTOR'S obligations are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not to exceed \$138,217 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the CITY the CONTRACTOR'S employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Angela Cosby, Director of Parks and Recreation, City of Astoria, 1095 Duane Street, Astoria OR, 97103, 503-325-7275.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Michael Crawford, Pioneer Waterproofing Company Inc., 14830 SW 72nd Avenue, Tigard OR 97224, 503-232-9020.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONTRACTOR as above outlined, the CITY shall furnish to the CONTRACTOR access to all relevant site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONTRACTOR, assisting the CONTRACTOR with making contacts and facilitating meetings, as necessary.

7. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project manager or his/her designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or

trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONTRACTOR may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers, and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts, and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONTRACTOR, this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, contractor, or others resulting from or arising out of CONTRACTOR'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and The City of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

With regard to Professional Liability, CONTRACTOR agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONTRACTOR'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONTRACTOR and the Client, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONTRACTOR.

With respect to Commercial Liability and Professional Liability, CONTRACTOR reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following 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:

- A. Commercial General Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include CONTRACTORS, subcontractors, and anyone directly or indirectly employed by either.
- B. Automobile Liability. CONTRACTOR shall obtain, at CONTRACTOR'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).
- C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONTRACTOR'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under

this Contract, CONTRACTOR shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

- D. Professional Liability Insurance. The CONTRACTOR shall have in force a policy of Professional Liability Insurance. The CONTRACTOR shall keep such policy in force and current during the term of this contract.
- E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONTRACTOR or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONTRACTOR shall have a current City of Astoria business license (occupational tax). Before permitting a subcontractor to begin work, CONTRACTOR shall verify that subcontractor has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers or are employers that are exempt under ORS 656.126.

19. PREVAILING WAGE RATE

- A. Prevailing Wage Rate. The CONTRACTOR is required to pay prevailing wage rates in conformance to ORS 279C.800 thru 279C.845. The website address where the publications are available is: http://www.oregon.gov/BOLI/WHDPWR/pwr_db2.shtml. All subcontracts shall contain a provision that workers shall be paid not less than the prevailing wage rate. The CONTRACTOR is required to pay prevailing wage rates under the Davis-Bacon Act (40 USC 3141 et seq.) and shall require all subcontractors to comply with the Act. If the State of Oregon prevailing rate of wage is higher than the Federal rate, the CONTRACTOR and every subcontractor shall pay at least the State prevailing wage rate as determined under ORS 279C.815.
- B. Statutory Public Works Bond. CONTRACTOR shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. CONTRACTOR shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

- C. Certified Payroll Reports. CONTRACTOR or CONTRACTOR's surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the CITY in conformance with ORS 279C.845. The CITY is required to withhold 25% of amounts earned by CONTRACTOR if certified payroll reports are not submitted as required.

20. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

CONTRACTOR shall make payment promptly, as due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

CONTRACTOR shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

CONTRACTOR shall not permit any lien or claim to be filed or prosecuted against the State, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONTRACTOR shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

21. PAYMENT OF MEDICAL CARE

CONTRACTOR shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

22. OVERTIME

Employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. sections 201 to 209).

23. STANDARD OF CARE

The standard of care applicable to CONTRACTOR'S services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD-PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third-party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. NON-DISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

27. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

APPROVED AS TO FORM:


Blair Henningsgaard, City Attorney

CITY OF ASTORIA, a municipal
corporation of the State of Oregon

Per email dated 3-14-18

BY: _____
Mayor Date

CONTRACTOR:

BY: _____
City Manager Date

BY: _____
Contractor Date

SCOPE OF WORK
DOUGHBOY MONUMENT REPAIR
May 30, 2018

The following Scope of Work is provided in three sections. Work on each section shall be identified separately on any proposals and bills submitted to the City:

A. Damage Repair Work

1. The Doughboy Monument Damage Assessment Report prepared by Advanced Structural Forensics, dated October 17, 2017, and the Structural engineered plans, dated April 25, 2018, detailing the work to be completed are incorporated by reference as part of this document. This includes placement of two lamp posts furnished by the City. Electrical work shall be completed by a separate electrical contractor.
2. Work included in the "Conclusion" section of the Damage Assessment Report and/or detailed in the engineered plans shall be completed under this Scope of Work.
3. Install landscaping in the two planters on south elevation that will be replaced/repared. Landscape material species and size shall be reviewed and approved by Project Manager prior to installation.
4. Repair/replace landscaping around the monument damaged by the vehicle and/or damaged during repair construction. Landscape material species and size shall be reviewed and approved by Project Manager prior to installation.

B. Additional Repair Work

1. Plaster finish coat any damaged areas on the remaining portions of the Monument not included within the damage area of the Monument as noted in Section A Scope of Work above.
2. Scour the horizontal "seam" on the monument and caulk with appropriate exterior concrete caulking for a smooth finish. The caulking material to be applied shall be reviewed and approved by the Project Manager prior to installation.
3. Repair the two planters on the north elevation.
4. Install landscaping in the two planters on north elevation. Landscape material species and size shall be reviewed and approved by Project Manager prior to installation.

C. Terra Cotta Tile Roof - This work is contingent upon the City obtaining a grant. Notification of grant awards is scheduled by July 1, 2018. No work on the tile roof shall be started until after that date and written notification from the City to proceed.


1. Replace all terra cotta roof tiles on the Monument.
2. Apply a protective sealant on all tiles, if appropriate, to reduce damage and/or stains to the tiles from bronze statue water runoff. Any suggested sealant shall be reviewed and approved by the Project Manager prior to application.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: JUNE 11, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: FEE AGREEMENT WITH PROPEL INSURANCE

DISCUSSION/ANALYSIS

The City has an ongoing agreement with Propel Insurance to provide independent insurance agent services. The City's insurance carrier for Worker Compensation is SAIF Corporation and Liability/Property coverage is with City County Insurance Services (CIS). There is a continuing need for an independent agent to review the City's insurance requirements and to assist in providing coverage recommendations. Propel is represented by Scott Farmer who has been an agent for the City's Worker Compensation coverage since the late 1980s and for liability and property coverage for the past seven years.

Attached is documentation for the FY 2018-2019 CityCounty Insurance Services (CIS) proposed liability and property premiums (\$14,105.41 and \$ 275,894.58 for the Astoria Development Commission (ADC) and the City, respectively). CIS's recommended fee for an independent agent is 10% of premium. The industry standard for an independent agent is 15% of premium. If these fees were in place the range of the Broker Fees would be \$ 29,000 to \$ 43,500. The negotiated fee level for Propel is \$ 12,000.00 for Fiscal Year beginning July 1, 2018. The agent fee is for the Astoria Development Commission Property and the City Package, exclusive of Workers Compensation.

Propel has not increased their fee for several years and is a significant savings when compared to the CIS and industry standard fees. The \$12,000.00 represents an independent agent fee of 4.1% and requires City Council consideration. The fee disclosure form is attached.

RECOMMENDATION

It is recommended that City Council approve the Broker Service Fee Agreement and fee in the amount of \$ 12,000.00 for independent insurance agent services provided by Propel Insurance and authorize the Mayor to sign the documents. In addition City Council is authorizing City Manager to execute continued insurance coverage through CIS and SAIF for Liability/Property and Workers Compensation insurance.

By: 

Susan Brooks, Director of Finance
and Administrative Services

Broker Service Fee Agreement – State of Oregon

This agreement made and entered into by and between City of Astoria, hereinafter referred to as the **Client**, and **Propel Insurance**, hereinafter referred to as the **Broker**.

The **Client** requires the services of **Broker** with respect to its Property & Casualty Insurance Program and the **Broker** represents that they have all of the necessary qualifications required to provide requested services;

Broker in consideration for providing services, and in lieu of receiving commission from products represented by **Broker** relating to the services provided, shall receive a fee directly from **Client**.

Scope of the Broker Services

The **Broker** agrees to provide the **Client** services including, but not limited to those set forth in Appendix A.

Term of Broker Agreement

This agreement shall be in effect for the period of **July 1, 2018 to July 1, 2019**. This agreement shall remain in effect during this agreement period unless 60 (sixty) days written notice of termination is given by either party to the other.

Payment for Broker Services

Payment to the **Broker** for services rendered under this Agreement shall be \$12,000 for the term of this agreement. Fee shall be paid in full. Renewal of this agreement may be subject to a 3% escalation charge.

Upon termination of this Agreement payments for services shall cease. However, the **Broker** shall be entitled to payments for services rendered prior to the date of termination and for which **Broker** has not yet been paid.

We may earn additional compensation (other than commission) from some insurance carriers. These arrangements vary by insurance carrier and are contingent upon a variety of factors spanning multiple years or specific periods of time and may not occur every year.

Applicable Law

This Agreement shall be governed by the laws of the State of Oregon.

Accepted by:

"Broker"

Propel Insurance

"Insured"

City of Astoria

By: _____
Shon DeVries

Date: _____

By: _____
Signature

Date: _____

In compliance with ORS 744.091 and OAR 836-071-0260, this agreement must be signed prior to the insured's placement of and payment for insurance.

Appendix A

Broker Services

Broker will provide the following services under the terms of this agreement.

- Comprehensive review and evaluation of property and casualty insurance program
- Daily service (coverage changes, certificates, etc)
- Marketing, premium negotiation
- Claim reporting, review
- Other

Coverage Lines Associated with Broker Service Fee

The fee shall be in consideration for insurance services associated with the following coverage lines:

- ☒ Auto/Trucking/Garage
- ☒ Boiler & Machinery
- ☐ Course of Construction/Builders Risk
- ☒ Crime
- ☒ Directors & Officers Liability
- ☒ Earthquake/DIC
- ☒ Employment Practices Liability
- ☒ Fiduciary Liability
- ☒ Flood (Other than NFIP Placements)
- ☒ General Liability
- ☒ Inland Marine
- ☐ International/Foreign
- ☐ Liquor Liability
- ☐ Marine – Hull, P&I, Cargo
- ☐ Pollution Liability
- ☐ Professional Liability
- ☒ Property
- ☐ Special Events, Special Projects, Wrap Up
- ☐ Surety/Bond
- ☒ Umbrella/Excess Liability
- ☐ Watercraft
- ☐ Workers Compensation
- ☐ Other

Coverages not checked are eligible for commission, and therefore not considered within the scope of this fee agreement.

Propel Insurance Fee and Commission Disclosure Form



The Insured agrees that the Insurance Producer named below is directly involved in the faithful performance of insurance services and duties and that such duties are performed in consideration of a Fee and, in some instances, Fee and Commission. The Fee has been freely negotiated and deemed reasonable by both parties.

The Insurance Producer may receive additional compensation in the form of future incentives from Insurance Carriers listed in the table below, including contingent commissions and other awards/bonuses. Information relating to the additional compensation will be provided by the Insurance Producer upon request.

Eligible for additional compensation?

Yes

Client Name: City of Astoria **Client Code:** CITYASTO **Billing Cycle:** Up Front

Broker Fee Amount: \$12,000.00 **Effective Date:** 7/1/2018 **Expiration Date:** 7/1/2019

Insured Name (Print): City of Astoria **Insured Signature:** _____ **Date:** _____

Producer Name (Print): Shon DeVries **Producer Signature:** _____ **Date:** _____

Note: All insured's policies must be included in the table below. The premium & commission is an "estimate" at time of renewal, as endorsements may occur during the policy term.


Policy Number	Coverage Name	Insurance Carrier (Payee)	Policy Effective Date	Premium (\$)	Agency Commission(\$)	Broker Fee (\$)
PLAST2018	City Package	CIS	7/1/2018	\$275,894.58	\$0.00	\$12,000.00
PLACD2018	Development Commission - Property	CIS	7/1/2018	\$14,105.41	\$0.00	Included in above
764122	Workers Compensation	SAIF	7/1/2018	\$170,644.00	\$12,231.05	\$0.00
VFP43387449E1	Accident/Sickness	VFIS	7/1/2018	\$2,483.00	\$372.45	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00



CITY OF ASTORIA

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MEMORANDUM • PARKS AND RECREATION

DATE: JUNE 8, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ADDITION OF JOB DESCRIPTIONS

DISCUSSION/ANALYSIS

As a part of the restructure in progress in the Parks and Recreation Department, this memo proposes the creation of defined job descriptions for various part-time and seasonal positions within the Parks and Recreation Department.

Currently all of the various part time positions within the Parks and Recreation Department (whether performing Lifeguard, clerk, or maintenance duties) are defined as Recreation Leader and share the generic job description. In years past, when the Parks and Recreation Department was rapidly changing, generalized job descriptions allowed for flexibility and assisted the Department in quickly adapting. However, with the Parks and Recreation Department stabilizing, job descriptions for each unique position are needed to communicate expectations, assist employees and perspective employees in understanding the responsibilities and duties that are required of the position, and used as a tool in performance management.

The positions are listed below and the job descriptions are attached:

1. Recreation Clerk
2. Recreation Leader
3. Youth Programs Counselor
4. Lifeguard
5. Swim Instructor
6. Childcare Professional
7. Lead Recreation Clerk
8. Lead Youth Counselor
9. Lead Fitness Instructor
10. Lead Lifeguard
11. Lead Childcare Professional
12. Fitness Instructor
13. Athletic Official
14. Park Maintainer I
15. Park Maintainer II
16. Park Maintainer III

These positions are temporary, non-benefited positions under City personnel policies; would not exceed 29 hours per week in a 7 day period Monday – Sunday or accumulate more than 1,499 hours in a fiscal year. If the requirement of a particular work week exceed 30 hours it will offset

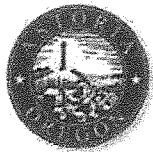
on a flex basis in other weeks within a month but at no time will the hours in a month exceed 129 hours.

Corresponding wages for these positions have been assessed, align with the Departments 2018-2019 fiscal year budget, and are presented for your approval in Schedule F-1 of the Salary Resolution also being considered at the June 18th meeting.

RECOMMENDATION

It is recommended that City Council approve the addition of the job descriptions.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation



Job Description

Job Title: Athletics Official
Department: Parks and Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for officiating games for basketball, volleyball, flag football and softball by performing the following duties.

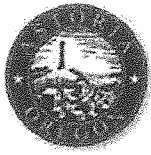
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Understands the rules and any variations to the rules in the youth and adult sports programs, as laid out by the City of Astoria Recreation Department. Work is performed under the general supervision of the Recreation Manager and in coordination with the Recreation Coordinator.
1. Keeps control of the game by making appropriate calls as needed, including maintaining a controlled environment where participants follow the rules; signals participants or other officials to make them aware of infractions or to otherwise regulate play or competition.
2. Confers with other sporting officials, coaches, players, and facility managers in order to provide information, coordinate activities, and discuss problems; makes appropriate and safe decisions regarding weather and play.

JOB DUTIES

- Communicates clearly and effectively with participants and is consistent and fair.
- Resolves claims of rule infractions or complaints by participants and assess any necessary penalties, according to regulations.
- Supervises the gym and sports facilities as needed during games and assist in equipment handling.
- Maintains good physical condition and is able to stay actively involved in the game.
- Verifies credentials of participants in sporting events, and make other qualifying determinations, such as starting order or handicap number.
- Compiles scores and other athletic records.
- Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
- Ensures cleanliness of the gym and sport facilities and that proper safety protocol is followed.



Job Description

- Assists with implementation of special events and activities.
- Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary.
- Keeps certifications current according to assigned role.
- Displays excellent communication skills including presentation, persuasion, and negotiation skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Less than high school education; or up to one month related experience or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.



Job Description

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

Completion of City of Astoria referee training is required before working as a referee. A current CPR/First Aid certification is required within 60 days of hire.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 50 pounds. While performing the duties of this job, the employee is regularly required to stand and walk. The employee is frequently required to use hands to finger, handle, or feel; reach with hands and arms; stoop, kneel, crouch, or crawl and talk or hear. The employee is occasionally required to sit and climb or balance.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outdoor weather conditions. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Childcare Professional
Department: Parks & Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for ensuring that children, ages six weeks to six years, have a safe and positive educational experience by performing the following duties.

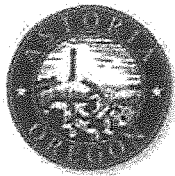
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Supervises and ensures the safety of the children in your assigned class of up to 20 students with a 1:4 to a 1:10 Childcare Professional to student ratio depending on class age and skill level. Work is performed under the general supervision of the Recreation Manager and in coordination with the Recreation Coordinator.
2. Plans and implements early childhood curriculum appropriate for the age group and skill level you are assigned to provide a quality educational opportunities.
3. Coordinates and implements children's daily scheduled routines including eating, feeding, diaper changes, toilet training, resting/napping, classroom schedules and activities.

JOB DUTIES

- Uses classroom rosters to track attendance throughout the day, ensuring that all children are safe and accounted for at all times.
- Monitors parent and guardian pick up and checkout procedures, and ensures all paperwork and documentation has been properly completed.
- Ensures safe use of classroom and Port of Play equipment, toys, furniture, etc.
- Intervenes and manages children's behaviors, as needed. Provides necessary and appropriate consequences to help manage challenging behavior and communicates with management when child behavior becomes unmanageable or unsafe.
- Builds positive, enriching relationships with children and their families by providing an encouraging and supportive environment at all times; communicates regularly with parents and guardians regarding student's progress and behavior.
- Provides parents and guardians with accident or incident reports for signature or review if needed.
- Provides Recreation Coordinator or Lead Childcare Professional with a weekly list of classroom and supply needs to ensure plans are being implemented and goals are being met.



Job Description

- Assists in the implementation of monthly safety drills.
- Follows laws of mandatory reporting.
- Assists with the registration process and payments, including; handling transactions and payments for Lil' Sprouts tuition and Port of Play participants, as needed.
- Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
- Ensures the safety, cleanliness and organization of classrooms and other trafficked areas, by assisting with daily cleaning tasks like wiping down furniture, sweeping, mopping, washing and sanitizing dishes and toys, and laundering soiled towels and clothing.
- Assists with implementation of special events and activities.
- Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary.
- Keeps certifications current according to assigned role.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, Lil' Sprouts and Port of Play Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.



Job Description

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

A valid CPR/First aid certification and a Food Handlers License are required within 60 days of hire.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. While performing the duties of this job, the employee is regularly required to stand; walk; reach with hands and arms; stoop, kneel, crouch, or crawl and talk or hear. The employee is frequently required to use hands to finger, handle, or feel. The employee is occasionally required to sit; climb or balance and taste or smell. Employees will be engaging and keeping up with active children; running, jumping, crawling, walking, etc.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outdoor weather conditions. The employee is occasionally exposed to work near moving mechanical parts. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Fitness Instructor
Department: Parks and Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for teaching group exercise classes by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Plans and teaches quality fitness and exercise routines for up to 20 participants at a time, with an emphasis on safety and creating a positive experience for each participant. Work is performed under the general supervision of the Recreation Manager and in coordination with the Recreation Coordinator.
2. Understands how the exercises affects the body and has the ability to modify the routine to assist students with differing skill levels.
3. Assists in maintaining high class participation by maintaining a positive demeanor and creating an atmosphere that is fun, encouraging, challenging, and safe.

JOB DUTIES

- Ensures proper time management for planned activities.
- Selects music that is appropriate for the class and participants.
- Keeps up to date on trends and improvements to the different styles of exercise and movement.
- Safely operates available equipment, instructs in the safe operation of available equipment, and communicates equipment needs and maintenance issues accordingly.
- Tracks attendance and ensures the student's class have checked in and paid.
- Monitors attendance levels and discusses ways to improve attendance when needed with immediate supervisor.
- Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
- Ensures cleanliness of the fitness area and that proper safety protocol is followed.
- Assists with implementation of special events and activities.



Job Description

- Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary.
- Keeps certifications current according to assigned role.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

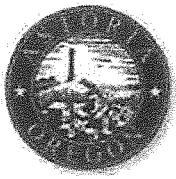
Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.



Job Description

REASONING ABILITY

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

A valid CPR/First aid certification and/or Group Exercise certification is preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move up to 50 pounds. While performing the duties of this Job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance and talk or hear. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually very loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Lead Childcare Professional
Department: Parks & Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for ensuring that the children, ages six weeks to six years, have a safe and positive educational experience by acting as a leader, coordinator, and supervisor to Childcare Professionals and facility and program operations when the Recreation Coordinator is not available and by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Supervises and ensures the safety of the children in all classes. Classes consist of up to 20 students with a 1:4 to a 1:10 Childcare Professional to student ratio depending on class age and skill level. Work is performed under the general supervision of the Recreation Manager and in coordination with the Recreation Coordinator.
2. Plans and implements early childhood curriculum appropriate for the age group and skill level you are assigned to provide a quality educational opportunities.
3. Performs, leads, and directs up to 25 Childcare Professionals in daily activities and procedures in the absence of the Recreation Coordinator; ensures organized execution of daily class schedules and assists with ensuring proper instructor attendance and classroom ratio coverage.

JOB DUTIES

- Assists with children's daily scheduled routines including eating, feeding, diaper changes, toilet training, resting/napping, classroom schedules and activities.
- Uses and oversees all classroom rosters to track attendance throughout the day, ensuring that all children are safe and accounted for at all times.
- Monitors parent and guardian pick up and checkout procedures, and ensures all paperwork and documentation has been properly completed.
- Leads by example, coaches, and corrects unsafe behaviors and techniques. Assists the Recreation Manager and Recreation Coordinator in monitoring and evaluating Childcare Professionals performance.
- With the general oversight of the Recreation Coordinator, provides administrative support as needed. Tasks may include but not limited to training new employees, ensuring the collection and input of registration data, assisting with scheduling, assisting with payroll, placing supply and material orders, shopping, generating reports, etc.



Job Description

- Provides tours and information regarding the Lil' Sprouts program, as needed.
 - Opens and closes the facility, following the opening and closing checklist, as needed.
 - Assists in setting a calendar for monthly staff meetings and discussing topics appropriate to the needs of the department.
 - In coordination with the Recreation Coordinator, and under the general supervision of the Recreation Manager, assists in the evaluation of childcare professionals.
 - Ensures safe use of classroom and port of play equipment, toys, furniture, etc.
 - Intervenes and manages children's behaviors, as needed.
 - Provides necessary and appropriate consequences to help manage challenging behavior and communicates with management when child behavior becomes unmanageable or unsafe.
 - Builds positive, enriching relationships with children and their families by providing an encouraging and supportive environment at all times; communicates regularly with parents and guardians regarding student's progress and behavior.
 - Provides parents and guardians with accident or incident reports for signature or review if needed.
 - Assists the Recreation Coordinator in procuring weekly list of classroom and supply needs to ensure plans are being implemented and goals are being met.
 - Assists in the implementation of monthly safety drills.
 - Follows laws of mandatory reporting.
 - Assists the Recreation Manager and Recreation Coordinator in completing and overseeing the registration process and payments, including handling transactions and payments for Lil' Sprouts tuition and Port of Play participants.
 - Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
 - Ensures the safety, cleanliness and organization of classrooms and other trafficked areas, by assisting with daily cleaning tasks like wiping down furniture, sweeping, mopping, washing and sanitizing dishes and toys, and laundering soiled towels and clothing.
 - Assists with implementation of special events and activities.
 - Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary; assists in ensuring First Aid and CPR supplies are maintained and ready for use.
 - Keeps certifications current according to assigned role.
 - Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
-



Job Description

- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, Lil' Sprouts and Port of Play Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to 25 employees in the absence of the Recreation Coordinator. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include providing input to their supervisor on interviewing, hiring, and training employees, planning, scheduling, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Associate's degree (A. A.) or equivalent from two-year college or technical school; or six months to one year related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

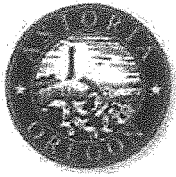
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Has advanced basic computer job skills including logging on to systems, ability to communicate by email, ability to compose documents, enter database information, create presentations, download forms, and preserve/backup important data.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written,



Job Description

oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

This position requires a valid CPR/First aid certification and a Food Handlers License within 60 days of hire.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move up to 50 pounds and occasionally lift and/or move up to 100 pounds. While performing the duties of this job, the employee is regularly required to stand; walk; reach with hands and arms; stoop, kneel, crouch, or crawl and talk or hear. The employee is frequently required to use hands to finger, handle, or feel. The employee is occasionally required to sit; climb or balance and taste or smell. Employees will be engaging and keeping up with active children; running, jumping, crawling, walking, etc.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outdoor weather conditions. The employee is occasionally exposed to work near moving mechanical parts. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Lead Fitness Instructor
Department: Parks and Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for coordinating the group exercise program, including scheduling of classes and supervision of Fitness Instructors, by performing the following duties.

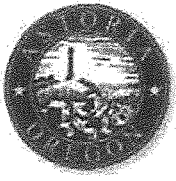
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Coordinates and supervises quality group fitness classes with an emphasis on safety and creating a positive experience for each participant. Classes consist of up to 20 participants at a time. Work is performed under the general supervision of the Recreation Coordinator and in coordination with the Recreation Coordinator.
2. Performs, leads, and directs fitness instructors in the planning and implementation of quality fitness and exercise routines; ensures organized execution of daily group fitness classes and assists with ensuring instructor attendance and coverage.
3. Assists in the planning and publishing of the group exercise schedule, which changes seasonally based on community needs and expectations, available equipment, current staffing levels, etc; assists in ensuring accurate program descriptions are communicated.

JOB DUTIES

- Assists in maintaining high class participation by maintaining a positive demeanor and creating an atmosphere that is fun, encouraging, challenging, and safe; monitors attendance levels and discusses ways to improve attendance when needed with immediate supervisor.
- Assists in ensuring needed fitness equipment has been purchased, is functional, and is ready for class routines.
- Assists with marketing efforts relating to the group fitness program.
- Assists in setting a calendar for seasonal staff meetings and discussing topics appropriate to the needs of the department.
- Leads by example, coaches, and corrects unsafe behaviors and techniques. Assists the Recreation Manager and Recreation Coordinator in monitoring and evaluating Fitness Instructors performance.
- Tracks attendance and ensures the class participants have checked in and paid.
- Ensures proper time management for planned activities.



Job Description

- Keeps up to date on trends and improvements to the different styles of exercise and movement.
- Safely operates available equipment, instructs in the safe operation of available equipment, and communicates equipment needs and maintenance issues accordingly.
- Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
- Ensures cleanliness of the fitness area and that proper safety protocol is followed.
- Assists with implementation of special events and activities.
- Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary; assists in ensuring First Aid and CPR supplies are maintained and ready for use.
- Keeps certifications current according to assigned role.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to 15 employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include providing input to supervisor on interviewing, hiring, and training employees, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); or one to three months related experience



Job Description

and/or training; or equivalent combination of education and experience. Previous experience instructing in group exercise required.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Has advanced basic computer job skills including logging on to systems, ability to communicate by email, ability to compose documents, enter database information, create presentations, download forms, and preserve/backup important data.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

A valid CPR/Frist aid certification and/or Group Exercise certification is preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move up to 50 pounds. While performing the duties of this Job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance and talk or hear. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

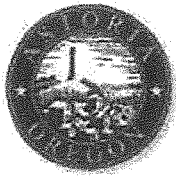
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually very loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Lead Lifeguard
Department: Parks and Recreation
Reports To: Aquatic Center Supervisor
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for contributing to the safety and successful operations at the Astoria Aquatic center, promoting water safety, enforcing rules, monitoring patrons, maintaining vigilance, providing first aid, and preventing and responding to emergencies by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Ensures the safety of patrons by preventing and responding to emergencies by leading and directing a group of up to eight Aquatic Center staff members. Work is performed under the general supervision of the Aquatic Center Supervisor and in coordination with the Recreation Coordinator.
2. Maintains constant surveillance of the patrons in the facility through proactive scanning patterns.
3. Acts immediately and appropriately to secure safety of patrons in the event of an emergency while providing coach or direction to Aquatic Center staff to ensure Emergency Action Plans are followed.
4. Provides emergency care and treatment as required until the arrival of emergency medical services while providing coach and direction to Aquatic Center staff to ensure the Emergency Action Plans are followed.

JOB DUTIES

- Presents professional appearance and attitude at all times, and maintains a high standard of customer services.
- Enforces facility rules in a firm but positive manner.
- Represents the facility in a positive manner when interacting with pool patrons, promoting good customer service.
- Completes required monthly training as required by certifying agency and the Parks and Recreation Department and Aquatic Center Personnel Manual.
- Communicates any safety or staffing concern to Aquatic Center Supervisor or Recreation Coordinator within a 24 hour time period in non-emergency situations and immediately in emergency situations.



Job Description

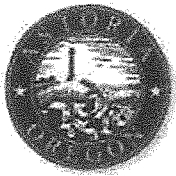
- Leads by example, coaches, and corrects incorrect or unsafe behaviors and techniques. Assists the Recreation Manager and Recreation Coordinator in monitoring and evaluation Aquatic Center staff performance.
- Coaches Aquatic Center staff as needed at in-service trainings with proper technique for rescue skills.
- Assists Aquatic Center Supervisor and Recreation Coordinator in performs Vigilance awareness Training exercises.
- Communicate with Aquatic Center staff to ensure that all cleaning and facility tasks are completed for each shift.
- Performs chemical check tests to ensure water chemistry is within safe ranges within daily time requirements every two hours.
- Coaches lifeguard staff as needed at in-service trainings with proper technique for rescue skills.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Proactively performs, leads and directs facility cleaning. Including but not limited to; sweeping, mopping and sanitizing floors, wiping down and sanitizing surfaces, taking out the garbage, picking up debris, cleaning restrooms, laundering hand towels and lost and found items, etc.
- Demonstrates understanding of, adheres to, and trains others on the correct techniques of, all safety regulations and practices.
- Possesses advanced knowledge of facility's emergency action plan and understands the role their position facilitates in an emergency.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, Aquatic Center Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to eight employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include providing input to their supervisor for interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an



Job Description

individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Must have current Ellis and Associates International Lifeguard Training Certification, including CPR & First Aid certification and a VanGuard Aquatic Leadership Certification.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and ability to adjust focus. While performing the duties of this Job, the employee is regularly required to stand and walk. The employee is frequently required to talk or hear. The employee is occasionally required to sit; reach with hands and arms; climb or balance and stoop, kneel, crouch, or crawl.

Ability to diligently scan selected areas of the pool. Standing and walking to keep an effective scan pattern and keep a visual of the entire bottom of the pool/ zone lifeguard is responsible for watching. Ability to assist in moving an unconscious guest in distress out of the water on a backboard.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to wet or humid conditions



Job Description

(non-weather) and fumes or airborne particles (Chlorine). The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Lead Recreation Clerk
Department: Parks and Recreation
Reports To: Rec. Manager & Aquatic Center Sup.
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for greeting and assisting the general public and providing information on the center and department programs utilizing the department's registration, recreation management, and point of sale software system while being tactful and courteous by performing the following duties.

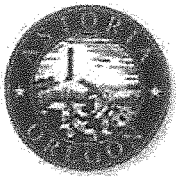
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Carries out clerical duties such as; such as computer data entry, filing records, sending and receiving letters and emails, answering telephone calls, and relaying messages. Work is performed under the general supervision of the Recreation Manager and Aquatic Center Supervisor and in coordination with the Recreation Coordinators.
2. Provides, leads, and directs groups of up to four workers in providing excellent customer service by answering questions, giving information on various programs within the department and directing inquiries to the correct division staff via phone, online or in person and is able to facilitate problem resolution for the public to facilitate positive customer experiences.
3. Works, leads and directs groups of up to four workers in an active and productive manner to assist with the administration of department operations including possession of a thorough operating knowledge of the department's registration, recreation management, and point of sale software system.

JOB DUTIES

- Assists in the training of new staff members in clerk-related duties.
- Leads by example, coaches, and corrects incorrect or unsafe behaviors and techniques. Assists the Recreation Manager and Recreation Coordinator in monitoring and evaluating Recreation Clerks performance.
- Assists supervisor with department purchasing duties.
- Monitors and assists in evaluating and adjusting policies and procedures pertaining to clerk roles.
- Creates a welcoming environment for guests.
- Processes patron registration and checks patrons in for programs using department registration, recreation management, and point of sale registration system.



Job Description

- Opens and closes the facility as needed.
- Maintains accountability for cash handling, and till balance.
- Sells concession and merchandise.
- Performs other clerical work as needed, including compiling information necessary for reporting and record-keeping, and work on special projects.
- Proactively and frequently participates in facility cleaning. Including but not limited to; sweeping, mopping and sanitizing floors, wiping down and sanitizing surfaces, taking out the garbage, picking up debris, cleaning restrooms, laundering hand towels and lost and found items, etc.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Respectfully takes direction from the supervisor.
- Displays excellent communication skills in working with coworkers and the public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Possesses a basic knowledge of facility's emergency action plan and understands the secondary role their position facilitates in an emergency.
- Demonstrates understanding of, adheres to, and trains others on all safety regulations and practices.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to four employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include providing input to their supervisor on interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience. Previous computer and clerical experience required. Demonstrated detailed knowledge of the Astoria Parks and Recreation Departments administrative system's and operations is required.

LANGUAGE SKILLS



Job Description

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Job requires specialized computer skills. Must be adept at using various applications including database, spreadsheet, report writing, project management, graphics, word processing, presentation creation/editing, communicate by e-mail and use scheduling software.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

This position requires a valid CPR/First aid certification.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 25 pounds. While performing the duties of this Job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee is frequently required to sit and reach with hands and arms. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Lead Youth Program Counselor
Department: Parks and Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for ensuring that children, ages five to 12, have a safe and positive educational and recreational experience by acting as a leader, coordinator, and supervisor to a team of up to twelve Youth Program Counselors and overseeing program and facility operations and by performing the following duties.

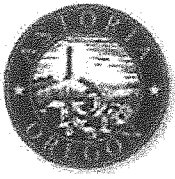
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Supervises and ensures the safety of children who attend the Astoria Parks and Recreation after school and summer day camp youth programs. Programs consist of a maximum ratio of one Youth Program Counselors to fifteen children. Work is performed under the general supervision of the Recreation Manager and in coordination with the Recreation Coordinator.
2. Plans and publishes youth program itineraries in advance of scheduled activities, appropriate for the age group and skill levels of the assigned program, while providing quality educational and recreational opportunities.
3. Ensures necessary supplies have been purchased and are available and ready for use.
4. Coordinates and implements scheduled routines to ensure positive program and behavioral management. Including, scheduled and prepared; group active games, individual leisure time, homework or reading and writing time, arts and crafts, meals and snacks breaks, and bathroom breaks.
5. Performs, leads, and directs up to twelve Youth Program Counselors regarding daily activities and procedures ensuring policies and procedures are appropriately followed; ensures organized execution of daily class schedules and assists with ensuring instructor attendance and ratio coverage.

JOB DUTIES

- Schedules and publishes a daily activity rotation plan to be followed by instructors and have all needed materials organized according to the day, and easily accessible for the Youth Program Counselors.
- Publishes a daily snack schedule and ensures safe food handling practices are being followed.
- Prints and uses daily rosters to track attendance throughout the day, ensuring that all children are safe and accounted for at all times.



Job Description

- Monitors parent and guardian pick up and checkout procedures, and ensures all paperwork and documentation has been adequately signed.
- Ensures adequate collection of fees, registration costs, paperwork and documentation.
- Ensures safe use of equipment, toys, furniture, etc.
- Intervenes and manages children's behaviors, as needed.
- Provides necessary and appropriate consequences to help manage challenging behavior and communicates with management when child behavior becomes unmanageable or unsafe.
- Builds positive, enriching relationships with children and their families by providing an encouraging and supportive environment at all times; communicates regularly with parents and guardians regarding student's progress and behavior.
- Provides parents and guardians with accident or incident reports for signature or review if needed.
- Assists with marketing efforts relating to youth programs.
- Assists in setting a calendar for seasonal staff meetings and discussing topics appropriate to the needs of the department.
- Leads by example, coaches, and corrects incorrect or unsafe behaviors and techniques. Assists the Recreation Manager and Recreation Coordinator in monitoring and evaluating Youth Program Counselors.
- Provides tours and information regarding youth programs, as needed.
- Opens and closes the facility, following the opening and closing checklist, as needed.
- Schedules and assists in the implementation of monthly safety drills.
- Follows laws of mandatory reporting.
- Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
- Ensures the safety, cleanliness and organization of classrooms and other trafficked areas, by assisting with daily cleaning tasks like wiping down furniture, sweeping, mopping, washing and sanitizing dishes and toys, and laundering soiled towels and clothing.
- Assists with implementation of special events and activities.
- Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary; assists in ensuring First Aid and CPR supplies are maintained and ready for use.
- Keeps certifications current according to assigned role.



Job Description

- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to 12 employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include providing input to their supervisor on interviewing, hiring, and training employees, planning, assigning, and directing work, appraising performance, rewarding and disciplining employees, addressing complaints and resolving problems.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

High school diploma or general education degree (GED); or one to three months related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Job requires specialized computer skills. Must be adept at using various applications including database, spreadsheet, report writing, project management, graphics, word processing, presentation creation/editing, communicate by e-mail and use scheduling software.

REASONING ABILITY



Job Description

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

Food Handler's License and current CPR/First Aid certification required within 60 days of hire.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 50 pounds. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

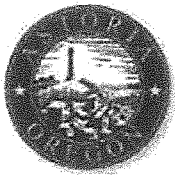
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Lifeguard
Department: Parks and Recreation
Reports To: Aquatic Center Supervisor
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for contributing to the safety and successful operations at the Astoria Aquatic center, promoting water safety, enforcing rules, monitoring patrons, maintaining vigilance, providing first aid, and preventing and responding to emergencies by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Ensures the safety of patrons by preventing and responding to emergencies. Work is performed under the general supervision of the Aquatic Center Supervisor and in coordination with the Recreation Coordinator.
2. Maintains constant surveillance of the patrons in the facility through proactive scanning patterns.
3. Acts immediately and appropriately to secure safety of patrons in the event of an emergency.
4. Provides emergency care and treatment as required until the arrival of emergency medical services.

JOB DUTIES

- Presents a professional appearance and attitude at all times and maintains a high standard of customer service.
- Enforces facility rules in a firm but positive manner.
- Represents the facility in a positive manner when interacting with pool patrons, promoting good customer service.
- Completes required monthly training as required by certifying agency and Parks and Recreation Department and the Aquatic Center Personnel Manual.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.



Job Description

- Proactively and frequently participates in facility cleaning. Including but not limited to; sweeping, mopping and sanitizing floors, wiping down and sanitizing surfaces, taking out the garbage, picking up debris, cleaning restrooms, laundering hand towels and lost and found items, etc.
- Demonstrates understanding of and adheres to all safety regulations and practices.
- Possesses advanced knowledge of facility's emergency action plan and understands the role their position facilitates in an emergency.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, Aquatic Center Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

No prior experience or training.

LANGUAGE SKILLS

Ability to read a limited number of two- and three-syllable words and to recognize similarities and differences between words and between series of numbers. Ability to print and speak simple sentences.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to apply common sense understanding to carry out simple one- or two-step instructions. Ability to deal with standardized situations with only occasional or no variables.

CERTIFICATES, LICENSES, REGISTRATIONS

Must have current Ellis and Associates International Lifeguard Training Certification, including CPR & First Aid certification.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be



Job Description

made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and ability to adjust focus. While performing the duties of this Job, the employee is regularly required to stand and walk. The employee is frequently required to talk or hear. The employee is occasionally required to sit; reach with hands and arms; climb or balance and stoop, kneel, crouch, or crawl.

Ability to diligently scan selected areas of the pool. Standing and walking to keep an effective scan pattern and keep a visual of the entire bottom of the pool/ zone lifeguard is responsible for watching. Ability to assist in moving an unconscious guest in distress out of the water on a backboard.

WORK ENVIRONMENT

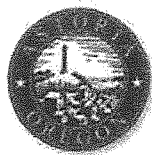
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly exposed to wet or humid conditions (non-weather) and fumes or airborne particles (Chlorine). The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Park Maintainer I
Department: Parks and Recreation
Reports To: Parks Maintenance Supervisor
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for performing a variety of grounds and facility maintenance activities related to parks and playgrounds, facilities, sports fields, landscaping, and cemetery activities by performing the following duties.

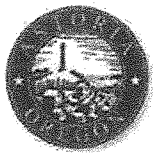
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Carries out grounds and facility maintenance activities by working individually or a member of a crew under the general supervision of the Parks Maintenance Supervisor and in coordination with the Grounds Coordinator and Facility Coordinator.
2. Performs routine landscape maintenance, including; planting, cultivating, watering, mowing, edging, pruning, and weeding.
3. Performs routine facilities maintenance, including; painting, minor repairs, cleaning exteriors, and basic carpentry.

JOB DUTIES

- Safely and effectively operates tools associated with grounds maintenance; including, but not limited to: riding mowers, weed-eaters, backpack blowers, power tools, trimmers, hedgers, pressure-washers, shovels, rakes, drills, construction implements, pruning saws, and pruners.
- Safely and effectively operates tools associated with facilities maintenance; including, but not limited to: saws, hammers, screwdrivers, power tools, pressure-washers, plungers, drills, construction implements, sledgehammers, painting implements, and levels.
- Cleans, services, and maintains tools and equipment.
- Cleans, sweeps, and rakes courts, fields, and grounds.
- Performs baseball, softball, football, and soccer field maintenance as well basketball, volleyball and tennis court maintenance.
- Cleans and sanitizes restrooms, community halls, and other various Department facilities.
- Repairs vandalism damage to buildings, monuments, and grounds.
- Installs and maintains playground equipment, benches, tables, and picnic structures.
- Assists in facility maintenance and appearance.



Job Description

- Adheres to schedules and methods for maintenance activities.
- Assists with implementation of special events and activities.
- Assists with cemetery burial activities.
- Maintains punctual, regular, and predictable attendance.
- Works collaboratively in a team environment with a spirit of cooperation.
- Demonstrates understanding of and adheres to all safety regulations and practices.
- Safely operates motor vehicles and industry-related equipment on public roadways, often towing trailers.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Respectfully takes direction from supervisor.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

No prior experience or training.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

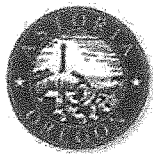
Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.



Job Description

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of or ability to obtain a valid insurable Oregon driver's license is required. CPR/First Aid certification and Pesticide Apprentice Applicator's License is preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must regularly lift and /or move up to 50 pounds, frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee is occasionally required to sit.

WORK ENVIRONMENT

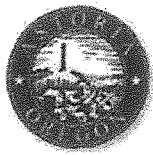
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to outdoor weather conditions. The employee is frequently exposed to work near moving mechanical parts; fumes or airborne particles; toxic or caustic chemicals and vibration. The employee is occasionally exposed to wet or humid conditions (non-weather) and work in high, precarious places. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Park Maintainer II
Department: Parks and Recreation
Reports To: Parks Maintenance Supervisor
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for performing a variety of grounds and facility maintenance activities related to parks and playgrounds, facilities, sports fields, landscaping, and cemetery activities by performing the following duties.

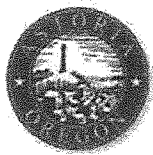
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

- Carries out grounds and facility maintenance activities by working individually or as a member of a crew. Work is performed under the general supervision of the Park Maintenance Supervisor and in coordination with the Grounds Coordinator or Facilities Coordinator.
- Performs, leads, and directs groups of up to four skilled or unskilled workers in routine landscape maintenance, including; planting, cultivating, watering, mowing, edging, pruning, and weeding.
- Performs, leads, and directs groups of up to four skilled or unskilled workers in routine facilities maintenance, including; painting, minor repairs, cleaning exteriors, and basic carpentry.

JOB DUTIES

- Leads by example, coaches, and corrects incorrect or unsafe behaviors and techniques. Parks Maintenance Supervisor, Grounds Coordinator, and Facility Coordinator in monitoring and evaluating Park Maintainer I performance.
- Safely operates, and trains others in the operation of, tools associated with grounds maintenance; including, but not limited to: riding mowers, weed-eaters, backpack blowers, power tools, trimmers, hedgers, pressure-washers, shovels, rakes, drills, construction implements, pruning saws, and pruners.
- Safely operates, and trains others in the operation of, tools associated with facilities maintenance; including, but not limited to: saws, hammers, screwdrivers, power tools, pressure-washers, plungers, drills, plumbing implements, sledgehammers, painting implements, and levels.
- Cleans, services, and maintains tools and equipment.
- Cleans, sweeps, and rakes courts, fields, and grounds.
- Performs, supports, and assists with the planning of baseball, softball, football, and soccer field maintenance as well basketball, volleyball and tennis court maintenance.



Job Description

- Cleans and sanitizes restrooms, community halls, and other various Department facilities.
- Repairs vandalism damage to buildings, monuments, and grounds.
- Installs and maintains playground equipment, benches, tables, and picnic structures.
- Assists in facility maintenance and appearance.
- Adheres to schedules and methods for maintenance activities.
- Assists with implementation of special events and activities.
- Assists with cemetery burial activities.
- Maintains punctual, regular, and predictable attendance.
- Works collaboratively in a team environment with a spirit of cooperation.
- Demonstrates understanding of, adheres to, and trains others on the correct techniques of, all safety regulations and practices.
- Safely operates, and trains others on the correct techniques of, motor vehicles and industry-related equipment on public roadways, often towing trailers.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Respectfully takes direction from supervisor.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to four employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include providing input to their supervisor on interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

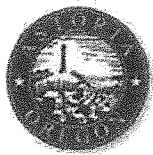
QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Associate's degree (A. A.) or equivalent from two-year college or technical school; or six months to one year related experience and/or training; or equivalent combination of education and experience. Demonstrated detailed knowledge of the Astoria Parks system's maintenance and operations is required.

LANGUAGE SKILLS



Job Description

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Has advanced basic computer job skills including logging on to systems, ability to communicate by email, ability to compose documents, enter database information, create presentations, download forms, and preserve/backup important data.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of or ability to obtain a valid insurable Oregon driver's license is required. CPR/First Aid certification and Pesticide Apprentice Applicator's License is preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must regularly lift and /or move up to 50 pounds, frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee is occasionally required to sit.

WORK ENVIRONMENT

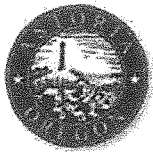
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to outdoor weather conditions. The employee is frequently exposed to work near moving mechanical parts; fumes or airborne particles; toxic or caustic chemicals and vibration. The employee is occasionally exposed to wet or humid conditions (non-weather) and work in high, precarious places. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Park Maintainer III
Department: Parks and Recreation
Reports To: Parks Maintenance Supervisor
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for performing a variety of grounds and facility maintenance activities related to parks and playgrounds, facilities, sports fields, landscaping, and cemetery activities by performing the following duties.

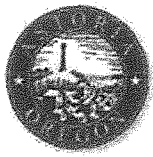
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Carries out grounds and facility maintenance activities by working individually or a member of a crew. Work is performed under the general supervision of the Park Maintenance Supervisor and in coordination with the Grounds Coordinator or Facilities Coordinator.
2. Performs, leads, and directs groups of up to eight skilled or unskilled workers in routine landscape maintenance, including; planting, cultivating, watering, mowing, edging, pruning, and weeding.
3. Performs, leads, and directs groups of up to eight skilled or unskilled works in routine facilities maintenance, including; painting, minor repairs, cleaning exteriors, and basic carpentry.

JOB DUTIES

- Leads by example, coaches, and corrects incorrect or unsafe behaviors and techniques. Parks Maintenance Supervisor, Grounds Coordinator, and Facility Coordinator in monitoring and evaluating Park Maintainer I and Park Maintainer II performance.
- Safely operates, and trains others in the operation of, tools associated with grounds maintenance; including, but not limited to: riding mowers, weed-eaters, backpack blowers, power tools, trimmers, hedgers, pressure-washers, shovels, rakes, drills, construction implements, pruning saws, and pruners.
- Safely operates, and trains others in the operation of, tools associated with facilities maintenance; including, but not limited to: saws, hammers, screwdrivers, power tools, pressure-washers, plungers, drills, plumbing implements, sledgehammers, painting implements, and levels.
- Cleans, services, and maintains tools and equipment.
- Cleans, sweeps, and rakes courts, fields, and grounds.
- Performs, supports, and assists with the planning of baseball, softball, football, and soccer field maintenance as well basketball, volleyball and tennis court maintenance.



Job Description

- Cleans and sanitizes restrooms, community halls, and other various Department facilities.
- Repairs vandalism damage to buildings, monuments, and grounds.
- Installs and maintains playground equipment, benches, tables, and picnic structures.
- Assists in facility maintenance and appearance.
- Adheres to schedules and methods for maintenance activities.
- Assists with planning and implementation of special events and activities.
- Assists with cemetery burial activities.
- Maintains punctual, regular, and predictable attendance.
- Works collaboratively in a team environment with a spirit of cooperation.
- Demonstrates understanding of, adheres to, and trains others on the correct techniques of, all safety regulations and practices.
- Safely operates, and trains others on the correct techniques of, motor vehicles and industry-related equipment on public roadways, often towing trailers.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Respectfully takes direction from supervisor.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to eight employees. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include providing input to their supervisor on interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

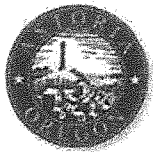
QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (B. A.) from four-year college or university; or two years related experience and/or training; or equivalent combination of education and experience. Demonstrated detailed knowledge of the Astoria Parks system's maintenance and operations is required.

LANGUAGE SKILLS



Job Description

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Has advanced basic computer job skills including logging on to systems, ability to communicate by email, ability to compose documents, enter database information, create presentations, download forms, and preserve/backup important data.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

CERTIFICATES, LICENSES, REGISTRATIONS

Possession of or ability to obtain a valid insurable Oregon driver's license is required. CPR/First Aid certification and Pesticide Apprentice Applicator's License is preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must regularly lift and /or move up to 50 pounds, frequently lift and/or move up to 100 pounds and occasionally lift and/or move more than 100 pounds. While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee is occasionally required to sit.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to outdoor weather conditions. The employee is frequently exposed to work near moving mechanical parts; fumes or airborne particles; toxic or caustic chemicals and vibration. The employee is occasionally exposed to wet or humid conditions (non-weather) and work in high, precarious places. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Recreation Clerk
Department: Parks and Recreation
Reports To: Rec. Manager/Aquatic Center Sup.
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for greeting and assisting the general public and providing information on the center and department programs utilizing the department's registration, recreation management, and point of sale software system while being tactful and courteous by performing the following duties.

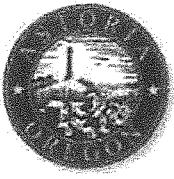
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Carries out clerical duties such as; such as computer data entry, filing records, sending and receiving letters and emails, answering telephone calls, and relaying messages. Work is performed under the general supervision of the Recreation Manager and Aquatic Center Supervisor in coordination with the Recreation Coordinators.
2. Provides excellent customer service by answering questions, giving information on various programs within the department and directing inquiries to the correct division staff via phone, online or in person and is able to facilitate problem resolution for the public to facilitate positive customer experiences.
3. Works in an active and productive manner to assist with the administration of department operations including possession of a thorough operating knowledge of the department's registration, recreation management, and point of sale software system.

JOB DUTIES

- Displays excellent communication skills in working with coworkers and the public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Creates a welcoming environment for guests.
- Processes patron registration and checks patrons in for programs using department point of sale registration system.
- Opens and closes the facility as needed.
- Maintains accountability for cash handling, and till balance.
- Sells concessions and merchandise.
- Performs other clerical work as needed, including compiling information necessary for reporting and record-keeping, and work on special projects.



Job Description

- Proactively and frequently participates in facility cleaning. Including but not limited to; sweeping, mopping and sanitizing floors, wiping down and sanitizing surfaces, taking out the garbage, picking up debris, cleaning restrooms, laundering hand towels and lost and found items, etc.
- Maintains punctual, regular and predictable attendance.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Respectfully takes direction from the supervisor.
- Possesses a basic knowledge of facility's emergency action plan and understands the secondary role their position facilitates in an emergency.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

No prior experience or training.

LANGUAGE SKILLS

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

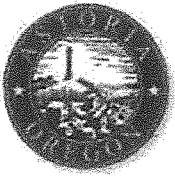
Has advanced basic computer job skills including logging on to systems, ability to communicate by email, ability to compose documents, enter database information, create presentations, download forms, and preserve/backup important data.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

This position requires a valid CPR/First aid certification within 60 days of hire.



Job Description

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 25 pounds. While performing the duties of this Job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee is frequently required to sit and reach with hands and arms. The employee is occasionally required to stand; walk and stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

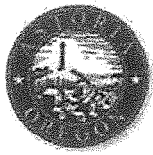
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Recreation Leader
Department: Parks and Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for performing a variety of Astoria Parks and Recreation recreational program tasks by performing the following duties.

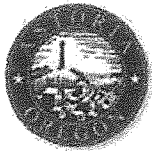
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Supports the Parks and Recreation Department during programmed activities and events. Work is performed under the general supervision of the Recreation Manager and in coordination with the Recreation Coordinator.
2. Performs the duties of recreation programs, teaches classes and provides services to the public.
3. Provides customer services, direct leadership, and general supervision of recreation programs.

JOB DUTIES

- Opens, closes, and supervise facilities.
- Processes patron registration and checks patrons in for programs using department point of sale registration system.
- Sells concessions and merchandise.
- Maintains accountability for cash handling and till balance.
- Provides for a clean, safe, and secure environment.
- Completes and maintains proper forms, reports, and information.
- Enforces facility, equipment, and program rules and regulations, taking appropriate disciplinary action with participants and/or spectators when necessary.
- Performs administrative tasks as required.
- Promotes, and evaluates recreation programs.
- Evaluates the effectiveness of current programs and develops sound program recommendations.



Job Description

- Provides program supply lists and develops curriculum for scheduled programs.
- Provides recommendations to the Recreation Coordinator on program scheduling and staff scheduling.
- Oversees facility supplies and appearance.
- Recommends and assists in the implementation of goals and objectives; establishes and maintains schedules and methods for recreation activities.
- Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
- Assists with implementation of special events and activities.
- Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary.
- Keeps certifications current according to assigned role.
- Displays excellent communication skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

No prior experience or training.



Job Description

LANGUAGE SKILLS

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

A current CPR/First Aid certification is required within 60 days of hire.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 50 pounds. While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to climb or balance and stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

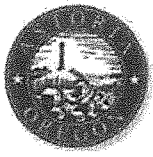
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Swim Instructor
Department: Parks and Recreation
Reports To: Aquatic Center Supervisor
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for leading learn-to-swim classes, working directly with participants and discussing students' progress to their parents by performing the following duties.

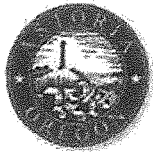
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Performs water safety and learn to swim instructional activities, while maintaining a safe and positive learning environment of attainable goals. Work is performed under the general supervision of the Aquatic Center Supervisor and in coordination with the Recreation Coordinator.
2. Teaches skills and strokes according to the performance standards for each level.
3. Encourages and helps foster an environment which promotes water safety, learning in a positive and fun manner and encourages students to become lifelong swimmers.

JOB DUTIES

- Prepares instructional objectives and lesson plans for each class.
- Follows outlined guidelines for each class/level.
- Adapts teaching approaches to the age, experience, and ability of participants.
- Provides positive and productive communication to parents regarding their children's progress at least three times throughout the course of the swim session.
- Complete records and reports as needed.
- Enforces all aquatic facility policies, rules, and regulations.
- Possesses a basic knowledge of facility's emergency action plan and understands the secondary role their position facilitates in an emergency.
- Demonstrates understanding of and adheres to all safety regulations and practices.
- Proactively and frequently participates in facility cleaning. Including but not limited to; sweeping, mopping and sanitizing floors, wiping down and sanitizing surfaces, taking out the garbage, picking up debris, cleaning restrooms, laundering hand towels and lost and found items, etc.



Job Description

- Displays excellent communication skills required in working with coworkers and patrons including the ability to communicate effectively and remain calm and courteous under pressure.
- Works collaboratively in a team environment with a spirit of cooperation.
- Respectfully takes direction from supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Less than high school education; or up to one month related experience or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

This position requires a current CPR/First Aid certification.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



Job Description

The employee must occasionally lift and/or move up to 50 pounds. While performing the duties of this job, the employee is regularly required to stand and talk or hear. The employee is frequently required to reach with hands and arms and stoop, kneel, crouch, or crawl. The employee is occasionally required to walk; sit; use hands to finger, handle, or feel and climb or balance.

WORK ENVIRONMENT

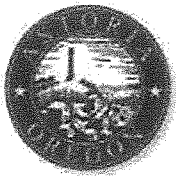
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to wet or humid conditions (non-weather) and fumes or airborne particles. The employee is occasionally exposed to extreme cold (non-weather). The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____



Job Description

Job Title: Youth Program Counselor
Department: Parks and Recreation
Reports To: Recreation Manager
FLSA Status: Nonexempt

Prepared By: Xenium
Prepared Date: April 2018
Approved By:
Approved Date: June 2018

SUMMARY

This position is responsible for ensuring that children, age's five to twelve, have a safe and positive educational and recreational experience by performing the following duties.

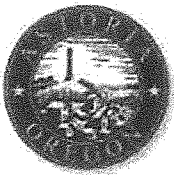
ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

This description covers the most significant essential and auxiliary duties performed by this position for illustration purposes, but does not include other occasional work, which may be similar, related to, or a logical assignment for the position. The job description does NOT constitute an employment agreement between the employer and employee, and is subject to change by the employer as the organizational needs and requirements of the job change.

1. Supervises and ensures the safety of children who attend the Astoria Parks and Recreation after school and summer day camp youth programs, with a maximum ratio of 1 Youth Program Counselor to 15 students. Work is performed under the general supervision of the Recreation Manager and in coordination with the Recreation Coordinator.
2. Plans and implements assigned curriculum and activities appropriate for the age group and skill level you are assigned to provide quality educational and recreational opportunities.
3. Coordinates and implements scheduled routines to ensure positive program and behavioral management. Including, scheduled and prepared; group active games, individual leisure time, homework or reading and writing time, arts and crafts, meals and snacks breaks, and bathroom breaks.

JOB DUTIES

- Uses daily rosters to track attendance throughout the day, ensuring that all children are safe and accounted for at all times.
- Monitors parent and guardian pick up and checkout procedures and ensures all paperwork and documentation has been adequately signed.
- Ensures safe use of equipment, toys, furniture, etc.
- Intervenes and manages children's behaviors, as needed.
- Provides necessary and appropriate consequences to help manage challenging behavior and communicates with management when child behavior becomes unmanageable or unsafe.
- Builds positive, enriching relationships with children and their families by providing an encouraging and supportive environment at all times; communicates regularly with parents and guardians regarding child's progress and behavior.
- Provides parents and guardians with accident or incident reports for signature or review if needed.



Job Description

- Assists in the implementation of monthly safety drills.
- Follows laws of mandatory reporting.
- Communicates effectively to participants, provides information and assistance to participants regarding general inquiries, programs, and schedules.
- Ensures the safety, cleanliness and organization of classrooms and other trafficked areas, by assisting with daily cleaning tasks like wiping down furniture, sweeping, mopping, washing and sanitizing dishes and toys, and laundering soiled towels and clothing.
- Assists with implementation of special events and activities.
- Assists in responding to emergency situations in the work place by following the emergency action plan, contacting the appropriate agencies, and documenting incidents and necessary.
- Keeps certifications current according to assigned role.
- Displays excellent communication skills including presentation, persuasion, and negotiation skills required in working with coworkers/public, including the ability to communicate effectively and remain calm and courteous under pressure.
- Demonstrates abilities to work collaboratively in a team environment with a spirit of cooperation.
- Maintains punctual, regular and predictable attendance.
- Maintains a neat and professional appearance and follows dress code protocol where assigned.
- Respectfully takes direction from the supervisor.
- Follows policies, procedures, and guidelines as described in the City of Astoria Personnel Manual, Parks and Recreation Department Manual, and other documentation related to this position.

SUPERVISORY RESPONSIBILITIES

This position does not have any supervisory responsibilities.

QUALIFICATIONS

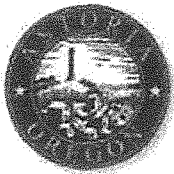
Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

No prior experience or training.

LANGUAGE SKILLS

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to



Job Description

write simple correspondence. Ability to effectively present information in one-on-one and small group situations to customers, clients, and other employees of the organization.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

COMPUTER SKILLS

Has the minimal skills necessary to operate a computer. Can log on to a computer system, navigate in windows, perform simple tasks within applications and enter information into a database.

REASONING ABILITY

Ability to apply common sense understanding to carry out detailed but uninvolved written or oral instructions. Ability to deal with problems involving a few concrete variables in standardized situations.

CERTIFICATES, LICENSES, REGISTRATIONS

Current Food Handler's License and CPR/First Aid certification are required within 60 days of hire.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 50 pounds. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to stand; walk; sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to outdoor weather conditions. The noise level in the work environment is usually loud.

Employee Signature: _____

Employer Representative: _____

Date: _____




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FIRE DEPARTMENT

DATE: JUNE 11, 2018

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ADDITION OF JOB DESCRIPTION FOR FIRE DEPARTMENT PART TIME HAZMAT POSITION

DISCUSSION/ANALYSIS

This memo proposes the creation of a part-time position of "HazMat Team Member" within the Fire Department.

The Astoria Fire Department has included a State of Oregon, Hazardous Materials Response Team since the early 1990's. The team is funded by the State of Oregon and is made up of members of the Astoria Fire Department and various members from other city departments such as Public Works and the Police Departments. Since the inception of the team we have been partially reliant on members from outside agencies to staff a qualified team. These agencies have included the State Police, Warrenton Fire Department, Seaside Fire Department, Clatsop Community College and Wauna Mill. Members from outside agencies have been required by the State to provide statements of Worker's Compensation coverage from their respective employers.

The current contract with the State of Oregon Fire Marshal's Office has been in arrears since July 1, 2017 while the contract was being reviewed by the Department of Justice (DOJ). Recently the DOJ made a ruling requiring all members of our HazMat Team to be under one worker's compensation plan. Therefore a new approach to HazMat staffing was needed.

Staff is proposing to create a part-time, non-benefited HazMat position under City personnel policies. These positions are fully reimbursable from the State of Oregon for all time worked which will include training, meetings and responses. Time worked will vary depending on training and emergency callouts, however it is anticipated that most average months will see less than four hours per Response Team employee.

Creating these positions solves numerous administrative issues within the team beyond the required the worker's compensation including: parity among members; increasing participation among current members and hopefully allowing us to recruit more members to fill out our team. We have averaged 5 to 6 vacancies on the team over the last 15 years.

We are currently working on a job description for recruitment, however, the initial intention is to incorporate current team members who work for other agencies and are all fully trained and certified by the State.

The ruling from the DOJ was received after the budget preparation cycle so we were unable to make the appropriate adjustments to our budget proposal. The additional costs for current team members who work for other agencies will be covered with the approved budget for fiscal year ending June 30, 2019. In future budget cycles it may be recommended that a "Hazardous Materials Team" fund be created for future budgeting which would allow for the recognition of State revenue and payments as well as capture of expenditures. At a minimum, creation of a separate line item within the Fire Department Budget for the expenditures would be in order.

RECOMMENDATION

It is recommended that the City Council approve the addition of the part time HazMat position.

By: _____


Paul Gascoigne, Fire Chief



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • POLICE DEPARTMENT

DATE: JUNE 11, 2018

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: SECOND READING AND ADOPTION OF ORDINANCE MODIFYING
CITY CODE 6.135 RELATING TO SPECIAL POLICE OFFICERS

DISCUSSION/ANALYSIS

The first reading of this ordinance was held at the June 4, 2018 City Council meeting. 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 conduct the second reading and adopt the proposed 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 18TH DAY OF JUNE 2018

APPROVED BY THE MAYOR THIS 18TH 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 • FINANCE DEPARTMENT

DATE: JUNE 6, 2018

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: RESOLUTION TO UPDATE WAGE AND SALARY SCHEDULES

DISCUSSION/ANALYSIS


Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of Astoria and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions, whether a position is being deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution. This proposed resolution implements the following changes effective July 1, 2018:

General/Parks (Schedule A)	2.75% wage adjustment as specified in their contract expiring June 30, 2019
Public Works (Schedule D)	2.75% wage adjustment as specified in their Contract expiring June 30, 2019
Management and Confidential (Schedule E)	2.0% wage adjustment
Part-time and Seasonal Groups (Schedules F-1 and F-2)	Adjustments have been made to separate Parks and Recreation non-benefited part-time and seasonal positions. This is part of the restructure in progress in the Parks and Recreation Department. By establishing Schedule F-1 for Parks and Recreation positions there are defined steps by positions. Hazmat Team Member position is added for the Fire Department in Schedule F-2 to facilitate the training and response expenses for reimbursement through the State. Oregon minimum wage increase, effective July 1, 2018, is reflected in both Schedules.

Adjustments are not included for Schedule B, for the International Association Fire Fighters (IAFF) agreement which expires June 30, 2018 and will be negotiated. Schedule C, for the Astoria Public Safety Association (APSA) agreement, was adjusted effective January 1, 2018 for the remainder of the agreement ending June 30, 2019.

RECOMMENDATION

It is recommended that City Council adopt the Salary Resolution as presented.

By: 

Susan Brooks, Director of Finance
and Administrative Services

**PARKS AND RECREATION
PART TIME AND SEASONAL EMPLOYEES
SCHEDULE F-1
EFFECTIVE JULY 1, 2018**

POSITION	RANGE	STEP	HOURLY
RECREATION CLRK RECREATION LEADER YOUTH PROGRAM COUNSELOR	1	1	10.75
		2	11.00
		3	11.25
		4	11.50
		5	11.75
		6	12.00
		7	12.25
		8	12.50
LIFEGUARD	3	1	11.75
		2	12.00
		3	12.25
		4	12.50
		5	12.75
		6	13.00
		7	13.25
		8	13.50
SWIM INSTRUCTOR CHILDCARE PROFESSIONAL	5	1	12.75
		2	13.00
		3	13.25
		4	13.50
		5	13.75
		6	14.00
		7	14.25
		8	14.50
LEAD RECREATION CLERK LEAD FITNESS INSTRUCTOR LEAD YOUTH PROGRAM COUNSELOR	6	1	13.25
		2	13.50
		3	13.75
		4	14.00
		5	14.25
		6	14.50
		7	14.75
		8	15.00
LEAD LIFEGUARD LEAD CHILDCARE PROFESSIONAL	7	1	13.75
		2	14.00
		3	14.25
		4	14.50
		5	14.75
		6	15.00
		7	15.25
		8	15.50
FITNESS INSTRUCTOR ATHLETIC OFFICIAL	12	1	16.50
		2	17.00
		3	17.50
		4	18.00
		5	18.50
		6	19.00
		7	19.50
		8	20.00

RESOLUTION NO. 18-

A RESOLUTION ESTABLISHING A BASIC COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ASTORIA AND ESTABLISHING REGULATIONS FOR THE PLACEMENT OF PRESENT EMPLOYEES WITHIN THE WAGE AND SALARY SCHEDULES PROVIDED

WHEREAS, the establishment of the principles of equal pay for equal work and compensation incentives for continued improvement in service by City employees should result in more efficient and more economical municipal government; now, therefore,

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

Section 1. Establishing Pay Plan. That there is hereby established a basic compensation plan for employees of the City of Astoria who are now employed, or will in the future be employed, in any of the classifications of employment listed in Sections 4, 5, 6, and 7, which are arranged in collective bargaining units, and Sections 8 and 9, which include employees not in a bargaining unit.

Section 2. Salary And Wage Schedules. That the following salary and wage schedules shall constitute the basic compensation plan, consisting of a base or entry rate (A) and four merit steps in the corresponding range on the schedule. Stability Pay shall be part of the basic compensation plan. (See Section 4.6 of the Personnel Policies and Procedures).

Section 3. Classified Position Allocation. That the following is a computed salary schedule and position allocation. All increases above the base rate for each range are called merit steps. Step increases are merit increases and are not automatic but must be earned by the employee. (See Section 4.5 of the Personnel Policies and Procedures). Each range is identified by a number. Each step within the range is identified by a letter; A is the entry rate, with Steps B, C, D, and E. The following salary schedules are listed by employee groups:

Section 4. General/Parks Employees. The following positions and ranges comprise the General/Parks Employees Unit. See "Schedule A" for salaries.

GENERAL/PARKS UNION EMPLOYEES SCHEDULE A EFFECTIVE JULY 1, 2018					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Library Assistant	12	A	2,707.02	32,484	15.62
		B	2,842.37	34,108	16.40
		C	2,984.49	35,814	17.22
		D	3,133.71	37,605	18.08
		E	3,290.40	39,485	18.98
Accounting Support Clerk	14	A	2,831.59	33,979	16.34
		B	2,973.17	35,678	17.15
		C	3,121.83	37,462	18.01
		D	3,277.92	39,335	18.91
		E	3,441.81	41,302	19.86
Accounting Clerk Engineering Secretary Permit Technician	18	A	3,126.73	37,521	18.04
		B	3,283.07	39,397	18.94
		C	3,447.22	41,367	19.89
		D	3,619.58	43,435	20.88
		E	3,800.56	45,607	21.93

Senior Library Assistant	20	A	3,289.01	39,468	18.98
		B	3,453.46	41,441	19.92
		C	3,626.13	43,514	20.92
		D	3,807.44	45,689	21.97
		E	3,997.81	47,974	23.06
Recreation Coordinator	23	A	3,543.85	42,526	20.45
		B	3,721.04	44,653	21.47
		C	3,907.10	46,885	22.54
		D	4,102.45	49,229	23.67
		E	4,307.57	51,691	24.85
CAD Technician Engineering Technician Facility Coordinator Grounds Coordinator	26	A	3,815.01	45,780	22.01
		B	4,005.76	48,069	23.11
		C	4,206.05	50,473	24.27
		D	4,416.35	52,996	25.48
		E	4,637.17	55,646	26.75
Senior Engineering Technician Senior GIS Specialist	30	A	4,205.32	50,464	24.26
		B	4,415.58	52,987	25.47
		C	4,636.36	55,636	26.75
		D	4,868.18	58,418	28.09
		E	5,111.59	61,339	29.49

Section 5. Fire Department. The following Positions and Ranges comprise the Fire Department Unit.

FIRE UNION EMPLOYEES SCHEDULE B EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Firefighter*	22	A	4,677.60	56,131	19.2230
		B	4,911.48	58,938	20.1842
		C	5,157.06	61,885	21.1934
		D	5,414.91	64,979	22.2531
		E	5,685.65	68,228	23.3657
Includes 2.0% Stability		C	5,270.77	63,249	21.6607
		D	5,528.62	66,343	22.7204
		E	5,799.37	69,592	23.8330
Includes 3.5% Stability		C	5,356.05	64,273	22.0112
		D	5,613.91	67,367	23.0709
		E	5,884.65	70,616	24.1835
Includes 4.5% Stability		C	5,412.91	64,955	22.2448
		D	5,670.76	68,049	23.3045
		E	5,941.51	71,298	24.4172
Includes 6.0% Stability		C	5,498.20	65,978	22.5953
		D	5,756.05	69,073	23.6550
		E	6,026.79	72,322	24.7676
Driver/Engineer*	24	A	4,917.18	59,006	20.2076
		B	5,163.04	61,956	21.2180
		C	5,421.19	65,054	22.2789
		D	5,692.16	68,306	23.3924
		E	5,976.77	71,721	24.5621
Includes 2.0% Stability		C	5,540.72	66,489	22.7701
		D	5,811.70	69,740	23.8837
		E	6,096.30	73,156	25.0533
Includes 3.5% Stability		C	5,630.38	67,565	23.1385
		D	5,901.35	70,816	24.2521
		E	6,185.96	74,231	25.4217

FIRE UNION EMPLOYEES SCHEDULE B EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Includes 4.5% Stability		C	5,690.14	68,282	23.3842
		D	5,961.12	71,533	24.4977
		E	6,245.72	74,949	25.6674
Includes 6.0% Stability		C	5,779.80	69,358	23.7526
		D	6,050.77	72,609	24.8662
		E	6,335.38	76,025	26.0358
Fire Lieutenant*	28	A	5,418.07	65,017	22.2660
		B	5,688.97	68,268	23.3793
		C	5,973.42	71,681	24.5483
		D	6,272.09	75,265	25.7757
		E	6,585.69	79,028	27.0645
Includes 2.0% Stability		C	6,105.13	73,262	25.0896
		D	6,403.80	76,846	26.3170
		E	6,717.41	80,609	27.6058
Includes 3.5% Stability		C	6,203.92	74,447	25.4955
		D	6,502.59	78,031	26.7230
		E	6,816.19	81,794	28.0117
Includes 4.5% Stability		C	6,269.77	75,237	25.7662
		D	6,568.44	78,821	26.9936
		E	6,882.05	82,585	28.2824
Includes 6.0% Stability		C	6,368.56	76,423	26.1722
		D	6,667.23	80,007	27.3996
		E	6,980.83	83,770	28.6884

* The salary shown for these positions is for a 56-hour duty week. The conditions set forth below shall be adhered to by the Fire Department personnel:

1. Employees on the off-duty shifts shall be available for emergency service.
2. A shift must be short more than one employee before a replacement is called in. Replacements called in to duty in such a case would receive time and one-half (1/2); every effort must be made by the department to keep overtime pay to a minimum.
3. The duty cycle of the department shall be determined by the Fire Chief with the approval of the City Manager.

FIRE MANAGEMENT SCHEDULE B EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Deputy Fire Chief	47	A	6,706.00	80,472	38.68
		B	7,041.31	84,496	40.62
		C	7,393.37	88,721	42.65
		D	7,763.04	93,156	44.78
		E	8,151.19	97,815	47.03
Fire Chief	49	A	7,175.43	86,105	41.40
		B	7,534.20	90,410	43.47
		C	7,910.91	94,930	45.64
		D	8,306.46	99,677	47.92
		E	8,721.78	104,662	50.32

Section 6. Police Department. The following Positions and Ranges comprise the Police Department Unit.

POLICE UNION EMPLOYEES SCHEDULE C EFFECTIVE JANUARY 1, 2018					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Records Specialist	12	A	2,867.65	34,411.80	16.54
		B	3,011.04	36,132.48	17.37
		C	3,161.59	37,939.10	18.24
		D	3,319.66	39,836.05	19.15
		E	3,485.65	41,827.86	20.11
Senior Records Specialist	14	A	3,011.23	36,134.79	17.37
		B	3,161.79	37,941.53	18.24
		C	3,319.88	39,838.60	19.15
		D	3,485.88	41,830.53	20.11
		E	3,660.17	43,922.06	21.12
Communications Operator	22	A	3,757.04	45,084.50	21.68
		B	3,944.89	47,338.72	22.76
		C	4,142.14	49,705.66	23.90
		D	4,349.25	52,190.94	25.09
		E	4,566.71	54,800.49	26.35
Police Officer	29	A	4,369.68	52,436.16	25.21
		B	4,588.16	55,057.97	26.47
		C	4,817.57	57,810.87	27.79
		D	5,058.45	60,701.41	29.18
		E	5,311.37	63,736.49	30.64
Senior Police Officer (first effective 5/1/17)	30	A	4,937.86	59,254.36	28.49
		B	5,184.76	62,217.08	29.91
		C	5,443.99	65,327.93	31.41
		D	5,716.19	68,594.33	32.98
		E	6,002.00	72,024.05	34.63
Communications Operations Supervisor	32	A	5,456.43	65,477.15	31.48
		B	5,729.25	68,750.98	33.05
		C	6,015.72	72,188.58	34.71
		D	6,316.50	75,798.04	36.44
		E	6,632.33	79,587.91	38.26

POLICE SWORN MANAGEMENT SCHEDULE C EFFECTIVE JANUARY 1, 2018					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Sergeant	36	A	5,678.43	68,141.18	32.76
		B	5,962.35	71,548.19	34.40
		C	6,260.47	75,125.69	36.12
		D	6,573.49	78,881.90	37.92
		E	6,902.17	82,826.00	39.82
Deputy Chief of Police	42	A	6,510.75	78,129.02	37.56
		B	6,836.30	82,035.54	39.44
		C	7,178.11	86,137.29	41.41
		D	7,537.01	90,444.18	43.48
		E	7,913.86	94,966.37	45.66

Chief of Police	48	A	7,250.03	87,000.33	41.83
		B	7,612.53	91,350.30	43.92
		C	7,993.15	95,917.78	46.11
		D	8,392.80	100,713.66	48.42
		E	8,812.45	105,749.44	50.84

POLICE NON-SWORN MANAGEMENT SCHEDULE C EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Administrative Services Manager	28	A	3,939.74	47,276.88	22.73
		B	4,136.72	49,640.64	23.87
		C	4,343.56	52,122.72	25.06
		D	4,560.74	54,728.88	26.31
		E	4,788.78	57,465.36	27.63
Emergency Communications Manager	40	A	5,973.44	71,681.24	34.46
		B	6,272.11	75,265.31	36.19
		C	6,585.72	79,028.57	37.99
		D	6,914.00	82,980.00	39.89
		E	7,260.75	87,129.00	41.89

Section 7. Public Works. The Following Positions And Ranges Comprise The Public Works Unit. See "Schedule D" for salaries.

PUBLIC WORKS UNION EMPLOYEES SCHEDULE D EFFECTIVE JULY 1, 2018					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Equipment Servicer	15	A	3,129.68	37,556	18.06
		B	3,286.16	39,434	18.96
		C	3,450.47	41,406	19.91
		D	3,623.00	43,476	20.90
		E	3,804.15	45,650	21.95
Utility Worker I	19	A	3,450.21	41,403	19.91
		B	3,622.72	43,473	20.90
		C	3,803.86	45,646	21.95
		D	3,994.05	47,929	23.04
		E	4,193.76	50,325	24.19
Equipment Mechanic I Sweeper Operator Utility Technician	21	A	3,628.36	43,540	20.93
		B	3,809.78	45,717	21.98
		C	4,000.27	48,003	23.08
		D	4,200.28	50,403	24.23
		E	4,410.30	52,924	25.44
Utility Worker II	23	A	3,822.66	45,872	22.05
		B	4,013.80	48,166	23.16
		C	4,214.49	50,574	24.31
		D	4,425.21	53,103	25.53
		E	4,646.47	55,758	26.81
Wastewater Treatment Plant Operator Water Quality Technician	25	A	4,009.50	48,114	23.13
		B	4,209.98	50,520	24.29
		C	4,420.48	53,046	25.50
		D	4,641.50	55,698	26.78
		E	4,873.58	58,483	28.12
Equipment Mechanic II Senior Utility Technician Senior Utility Worker Stores Supervisor Water Source Operator Senior Building Facilities Technician	27	A	4,214.50	50,574	24.31
		B	4,425.23	53,103	25.53
		C	4,646.49	55,758	26.81
		D	4,878.81	58,546	28.15
		E	5,122.75	61,473	29.55
Lead Utility Worker Wastewater Treatment Plant Supervisor Water Quality Supervisor	29	A	4,416.16	52,994	25.48
		B	4,636.96	55,644	26.75
		C	4,868.81	58,426	28.09
		D	5,112.25	61,347	29.49
		E	5,367.87	64,414	30.97

Section 8. Management and Confidential. The following Positions and Ranges comprise the Management and Confidential Unit. See "Schedule E" for salaries.

MANAGEMENT AND CONFIDENTIAL EMPLOYEES SCHEDULE E EFFECTIVE JULY 1, 2018					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Administrative Assistant	18	A	3,142.68	37,712	18.13
		B	3,299.81	39,598	19.04
		C	3,464.80	41,578	19.99
		D	3,638.04	43,657	20.99
		E	3,819.94	45,839	22.04
Executive Secretary	20	A	3,297.46	39,569	19.02
		B	3,462.33	41,548	19.97
		C	3,635.45	43,625	20.97
		D	3,817.22	45,807	22.02
		E	4,008.08	48,097	23.12
Financial Analyst	28	A	4,018.53	48,222	23.18
		B	4,219.46	50,634	24.34
		C	4,430.43	53,165	25.56
		D	4,651.95	55,823	26.84
		E	4,884.55	58,615	28.18
Finance Operations Supervisor	30	A	4,219.60	50,635	24.34
		B	4,430.58	53,167	25.56
		C	4,652.11	55,825	26.84
		D	4,884.72	58,617	28.18
		E	5,128.95	61,547	29.59
Equipment Maintenance Supervisor	32	A	4,435.56	53,227	25.59
		B	4,657.34	55,888	26.87
		C	4,890.20	58,682	28.21
		D	5,134.71	61,617	29.62
		E	5,391.45	64,697	31.10
Assistant Public Works Superintendent Financial Report Manager Project Manager/City Planner	34	A	4,658.24	55,899	26.87
		B	4,891.15	58,694	28.22
		C	5,135.71	61,629	29.63
		D	5,392.50	64,710	31.11
		E	5,662.12	67,945	32.67
Aquatic Program Manager	35	A	4,779.11	57,349	27.57
		B	5,018.07	60,217	28.95
		C	5,268.97	63,228	30.40
		D	5,532.42	66,389	31.92
		E	5,809.04	69,708	33.51
Aquatic Center Supervisor Parks Maintenance Supervisor Recreation Manager	36	A	4,893.16	58,718	28.23
		B	5,137.82	61,654	29.64
		C	5,394.71	64,737	31.12
		D	5,664.45	67,973	32.68
		E	5,947.67	71,372	34.31
Building Official /Code Enforcement Officer Public Works Superintendent	38	A	5,151.13	61,814	29.72
		B	5,408.68	64,904	31.20
		C	5,679.12	68,149	32.76
		D	5,963.07	71,557	34.40
		E	6,261.23	75,135	36.12

MANAGEMENT AND CONFIDENTIAL EMPLOYEES SCHEDULE E EFFECTIVE JULY 1, 2018					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Engineer Design Technician	39	A	5,279.91	63,359	30.46
		B	5,543.90	66,527	31.98
		C	5,821.10	69,853	33.58
		D	6,112.15	73,346	35.26
		E	6,417.76	77,013	37.03
Assistant City Engineer Library Director	45	A	6,126.29	73,516	35.34
		B	6,432.61	77,191	37.11
		C	6,754.24	81,051	38.97
		D	7,091.95	85,103	40.92
		E	7,446.55	89,359	42.96
City Engineer	47	A	6,434.66	77,216	37.12
		B	6,756.39	81,077	38.98
		C	7,094.21	85,131	40.93
		D	7,448.92	89,387	42.97
		E	7,821.36	93,856	45.12
Finance Director Parks And Recreation Director Public Works Director	49	A	6,760.50	81,126	39.00
		B	7,098.52	85,182	40.95
		C	7,453.45	89,441	43.00
		D	7,826.12	93,913	45.15
		E	8,217.43	98,609	47.41
Community Development Director	51	A	7,098.73	85,185	40.95
		B	7,453.66	89,444	43.00
		C	7,826.35	93,916	45.15
		D	8,217.67	98,612	47.41
		E	8,628.55	103,543	49.78

Section 9. Part Time and Contingent Seasonal Work Employees. The following are positions for which part time or seasonal employees may be hired. "Schedule F-1" relates to Parks and Recreation part time and seasonal positions, working less than 29 hours per week.

SCHEDULE F-1

DEPARTMENT	JOB TITLES
PARKS AND RECREATION	RECREATION CLERK LEAD RECREATION CLERK LIFEGUARD LEAD LIFEGUARD SWIM INSTRUCTOR CHILDCARE PROFESSIONAL LEAD CHILDCARE PROFESSIONAL FITNESS INSTRUCTOR LEAD FITNESS INSTRUCTOR ATHLETIC OFFICIAL RECREATION LEADER YOUTH PROGRAM COUNSELOR LEAD YOUTH PROGRAM COUNSELOR PARK MAINTAINER 1 PARK MAINTAINER 2 PARK MAINTAINER 3

**PARKS AND RECREATION
PART TIME AND SEASONAL EMPLOYEES
SCHEDULE F-1
EFFECTIVE JULY 1, 2018**

POSITION	RANGE	STEP	HOURLY
RECREATION CLERK RECREATION LEADER YOUTH PROGRAM COUNSELOR	1	1	10.75
		2	11.00
		3	11.25
		4	11.50
		5	11.75
		6	12.00
		7	12.25
		8	12.50
LIFEGUARD	3	1	11.75
		2	12.00
		3	12.25
		4	12.50
		5	12.75
		6	13.00
		7	13.25
		8	13.50
SWIM INSTRUCTOR CHILDCARE PROFESSIONAL	5	1	12.75
		2	13.00
		3	13.25
		4	13.50
		5	13.75
		6	14.00
		7	14.25
		8	14.50
LEAD RECREATION CLERK LEAD FITNESS INSTRUCTOR LEAD YOUTH PROGRAM COUNSELOR	6	1	13.25
		2	13.50
		3	13.75
		4	14.00
		5	14.25
		6	14.50
		7	14.75
		8	15.00
LEAD LIFEGUARD LEAD CHILDCARE PROFESSIONAL	7	1	13.75
		2	14.00
		3	14.25
		4	14.50
		5	14.75
		6	15.00
		7	15.25
		8	15.50
FITNESS INSTRUCTOR ATHLETIC OFFICIAL	12	1	16.50
		2	17.00
		3	17.50
		4	18.00
		5	18.50
		6	19.00
		7	19.50
		8	20.00

**PARKS AND RECREATION
PART TIME AND SEASONAL EMPLOYEES
SCHEDULE F-1
EFFECTIVE JULY 1, 2018**

POSITION	RANGE	STEP	HOURLY
PARK MAINTAINER I	9	1	14.50
		2	14.75
		3	15.25
		4	16.00
PARK MAINTAINER II	12	1	16.50
		2	16.75
		3	17.25
		4	18.00
PARK MAINTAINER III	14	1	18.00
		2	18.25
		3	18.75
		4	19.50

“Schedule F-2” if for part time or seasonal positions outside of Parks and Recreation departments working less than 29 hours per week.

SCHEDULE F-2

DEPARTMENT	JOB TITLES
ALL DEPARTMENTS	CLERICAL SUPPORT
COMMUNITY DEVELOPMENT	BUILDING INSPECTOR
FINANCE	HUMAN RESOURCES SUPPORT ACCOUNTING SUPPORT CLERK
FIRE	HAZMAT TEAM MEMBER
LIBRARY	LIBRARY PAGE I LIBRARY PAGE II LIBRARY ASSISTANT SENIOR LIBRARY ASSISTANT
PARKS	SPECIAL PROJECTS MANAGER (on call position)
POLICE/EMERGENCY DISPATCH	ASSISTANT TO THE EMERGENCY COMMUNICATIONS MANAGER COMMUNITY SERVICE OFFICER
PUBLIC WORKS	PUBLIC WORKS LABORER WEEKEND WATER OPERATOR

**PART TIME AND SEASONAL EMPLOYEES
SCHEDULE F-2
EFFECTIVE JULY 1, 2018**

RANGE	STEP	HOURLY
1A	1	10.75
	2	11.00
	3	11.25
	4	11.50
	5	11.75
	6	12.00
	7	12.25
	8	12.50
	9	12.75
	10	13.00
	11	13.50
	12	13.75
	13	14.00
	14	14.25
	15	14.50
RANGE	STEP	HOURLY
1B	1	14.75
	2	15.00
	3	15.25
	4	15.50
	5	15.75
	6	16.00
	7	16.25
	8	16.50
	9	16.75
	10	17.00
	11	17.25
	12	17.50
	13	17.75
	14	18.00
	15	18.25
RANGE	STEP	HOURLY
1C	1	18.50
	2	18.75
	3	19.00
	4	19.25
	5	19.50
	6	19.75
	7	20.00
	8	20.25
	9	20.50
	10	20.75
	11	21.00
	12	21.25
	13	21.50
	14	21.75
	15	22.00

RANGE	STEP	HOURLY
2A	1	22.50
	2	23.00
	3	23.50
	4	24.00
	5	24.50
	6	25.00
	7	25.50
	8	26.00
	9	26.50
	10	27.00
	11	27.50
	12	28.00
	13	28.50
	14	29.00
	15	29.50
RANGE	STEP	HOURLY
3	1	30.00
	2	32.50
	3	35.00
	4	37.50
	5	40.00
	6	42.50
	7	47.50
	8	50.00
	9	52.50
	10	57.50
	11	60.00
	12	62.50
	13	65.00
	14	67.50
	15	70.00
	16	75.00
RANGE	STEP	HOURLY
4	1	80.00
	2	85.00
	3	90.00
	4	95.00
	5	100.00
	6	105.00
	7	110.00
	8	115.00
	9	120.00
	10	125.00
RANGE	STEP	HOURLY
5	1	130.00
	2	140.00
	3	150.00
	4	160.00
	5	170.00
	6	180.00
	7	190.00
	8	200.00

Police Reserve: \$11.00 (Schedule F-2, Range 1A / 2) per training session, \$11.00 per hour assigned duty. Police Reserve rate of pay for dances, festivals, and similar duties shall be 1½ times Range 29A (Schedule E). All drills and training sessions must be officially approved.

Section 10. Advancement Within Range. As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 4.

Section 11. Exceptional And Additional Increases. As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 4.

Section 12. Stability Pay. As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 4.6. The table below lists the stability pay for the different employee groups:

General/Parks Union Employees	Step E of pay range	Schedule A
Fire IAFF Union	Step E of pay range	Schedule B
Fire Management	Step E of pay range	Schedule B
Police Union (sworn)	Step E of pay range	Schedule C
Police Union (nonsworn)	Step E of pay range	Schedule C
Police Management	Step E of pay range	Schedule C
Public Works Union	Step E of pay range	Schedule D
Management and Confidential	Step E of pay range	Schedule E

Section 13. Responsibility Pay. As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Sections 4.7.

Section 14. Repeal Of Resolutions. Resolution No. 18-01 adopted by the City Council on January 2, 2018 is hereby repealed and superseded by this resolution.

Section 15. Effective Date. The provisions of this resolution shall become effective upon passage.

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: YEA NAY ABSENT

Councilor Nemlowill
Brownson
Price
Jones

Mayor LaMear



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: June 8, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: RESOLUTION TO TRANSFER APPROPRIATIONS WITHIN PARKS
OPERATION FUND BUDGET FOR FY 2017-18

DISCUSSION/ANALYSIS


ORS 294.463(1) provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the original and supplemental budgets were originally appropriated, amounts anticipated for the Aquatics Department expenses did not anticipate necessary increases for chemicals and staff turnover resulting in additional expenses for the year. Sufficient appropriations are available in the Parks Fund to transfer appropriations between departments. Additional transfers outside of Parks are not required.

A transfer of appropriations in the amount of \$ 30,000 from the Parks – Recreation/Administration Department to the Aquatics Department is required within the Parks Operation Fund.

RECOMMENDATION

It is recommended that City Council approve transfer of \$ 30,000 from the Parks – Recreation/Administration Department to the Aquatics Department of the Parks Operation Fund.

By: 

Susan Brooks, CPA

Director of Finance & Administrative Services

Resolution No. 18-

A RESOLUTION TRANSFERRING AMOUNTS FROM PARKS - RECREATION / ADMINISTRATION DEPARTMENT TO AQUATICS DEPARTMENT WITHIN THE PARKS OPERATION FUND.

WHEREAS, ORS 294.463(1) provides guidance for transfer of appropriations within a fund, when authorized by resolution of the governing body, and

WHEREAS, a resolution authorizing the transfer of appropriations within the Parks Operation Fund for the FY 2017-18 budget is required after adoption of the FY 2017-2018 budget.

WHEREAS, the adjusted budgets are on file in the office of the Director of Finance and Administrative Services at City Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Transferring \$ 30,000 from Parks – Recreation/Administration Department to Aquatic Center Department. The total requirements remain the same for this fund.

<u>Parks Operation Fund # 158</u>	<u>Existing</u>	<u>Change</u>	<u>Adjusted</u>
Aquatics # 4100	\$ 851,513	30,000	\$ 881,513
Parks – Recreation/Admin # 4200	1,173,460	(30,000)	1,143,460
Maintenance	502,355	0	502,355
Capital Outlay	10,100	0	10,100
Contingency	256	0	256
Total Expenditures	\$ 2,537,684	\$ 0	\$ 2,537,684

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

YEA NAY ABSENT

- Commissioner Nemlowill
- Brownson
- Price
- Jones

Mayor LaMear



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: June 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: RESOLUTION TO TRANSFER APPROPRIATIONS WITHIN MARITIME
MEMORIAL FUND BUDGET FOR FY 2017-18

DISCUSSION/ANALYSIS


ORS 294.463(1) provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the original budgets was originally appropriated, amounts anticipated for the Maritime Memorial Fund expenses were based on historical data. The requests for engraving exceed the budgeted expectations. To ensure adequate appropriations are available for the annual requirements it will be necessary to transfer \$ 2,500 from Capital Outlay to Materials and Services within the Maritime Memorial Fund. Sufficient appropriations are available to initiate the transfer with no change to the overall requirements of the fund.

A resolution transferring appropriations in the amount of \$ 2,500 from the Capital Outlay to Materials and Services within the Maritime Memorial Fund is attached.

RECOMMENDATION

It is recommended that City Council approve transfer of \$ 2,500 from the Capital Outlay to Materials and Services within the Maritime Memorial Fund.

By: 

Susan Brooks, CPA

Director of Finance & Administrative Services

Resolution No. 18-

A RESOLUTION TRANSFERRING AMOUNTS FROM CAPITAL OUTLAY TO MATERIALS AND SERVICES WITHIN THE MARITIME MEMORIAL FUND.

WHEREAS, ORS 294.463(1) provides guidance for transfer of appropriations within a fund, when authorized by resolution of the governing body, and

WHEREAS, a resolution authorizing the transfer of appropriations within the Parks Operation Fund for the FY 2017-18 budget is required after adoption of the FY 2017-2018 budget.

WHEREAS, the adjusted budgets are on file in the office of the Director of Finance and Administrative Services at City Hall.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA:

Transferring \$ 2,500 from Capital Outlay to Materials and Services within the Maritime Memorial Fund. The total requirements remain the same for this fund.

<u>Maritime Memorial Fund # 148</u>	<u>Existing</u>	<u>Change</u>	<u>Adjusted</u>
Materials and Services	\$ 10,500	2,500	\$ 13,000
Capital Outlay	101,650	(2,500)	99,150
Contingency	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures	\$ 112,150	\$ 0	\$ 112,150

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

YEA NAY ABSENT

Commissioner Nemlowill

Brownson

Price

Jones


Mayor LaMear



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: JUNE 7, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: RESOLUTION AMENDING WATER AND SEWER FEES

DISCUSSION/ANALYSIS

The Public Works Fund budget, approved by the Budget Committee on April 25, 2018 and adopted by the City Council on June 4, 2018 provides for increases in rates and fees for water and sewer services.

The rate adjustments are as follows:

- WATER RATES – increase of 3%
- SEWER RATES – increase of 3%
- CSO SEWER SURCHARGE – no change

Two resolutions, Water and Sewer (see attached), have been prepared to implement Fiscal Year 2018-2019 Water & Sewer Rules and Regulations.

RECOMMENDATION

It is recommended that City Council adopt the proposed Water and Sewer Resolutions for the fiscal year 2018-19. Two separate motions with two separate votes will be required as the water rate increase is included in one resolution and the sewer rate increase is included on the second.

By: 
Jeff Harrington, Public Works Director

RESOLUTION NO. 18-

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES AND CONDITIONS FOR WATER SERVICE

WHEREAS, the City of Astoria provides a valuable public service by providing a waterworks and water distribution system inside and outside of the City limits. These water facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the city who want to have the system available for supplying domestic, commercial, industrial, fire protection, public or other water service. Although owned by and operated primarily for the citizens of Astoria, the system provides water as available to water districts and customers outside the Astoria City limits.

WHEREAS, users of the water system must be charged rates that reflect costs of ownership and the operation of the water system as a public utility in the city. Property owners who do not use the water utility generally should not pay utility rates. However, some use of the water system occurs when the water service to improved property is sized to provide water for fire suppression on the property, even though no water is being consumed by such service.

WHEREAS, the rate structure of the water utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property owner as a direct consequence of ownership of that property, the utility's rate structure should nonetheless endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under sections 3.025 and 3.100 of the Astoria Code, the City Manager is authorized to enforce water rules and regulations and the City Council hereby approves these rules and regulations and sets rates.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE.

Definitions

Access/Demand Charge: Means the charge made to each user to cover direct and indirect costs attributable to sizing and maintenance of the water system so that water is available for a customer's requirements upon demand.

After Hours: Means any time other than that covered by "normal working hours" in the definitions section.

Applicant: Means any person, corporation, association or agency applying for water service as defined below under Property Owner or Non Owner Applicant.

Auxiliary Water Supply: Means any supply of water used to augment the supply obtained from the City water system which serves the premises in question.

Backflow Prevention Assembly: Means a backflow prevention assembly such as a Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly, Double Check Valve Backflow Prevention Assembly, Double Check-Detector Backflow Prevention Assembly, Reduced Pressure Principle Backflow Prevention Assembly, or Reduced Pressure Principle-Detector Backflow Prevention Assembly and the attached shutoff valves on the inlet and outlet end of the assembly, assembled as a complete unit, and a model approved by the Oregon Department of Human Services.

City: Means the City of Astoria, its staff and/or designee (authorized representative).

City Service Line: Means any pipe and fittings which connect a water main to a water meter or "customer service line".

Cross-Connection: Means any actual or potential unprotected connection or structural arrangement between the public or user's potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substances other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel, or change-over devices, and other temporary or permanent devices through which, or because of which, backflow can occur are considered to be cross connections.

Customer: Means a person, corporation, association or agency that has requested and is receiving water service.

Customer Service Line: Means any pipe, valves, and fittings leading from the water meter or "City service line" into the premises served or the point of ultimate use

Fire Service: Means service installed for the specific purpose of fire protection (hose connection or sprinklers).

Water Supply Fixture Unit (WSFU): A unit of measure for the probable demand on a water supply by a particular type of plumbing fixture. The value depends on the volume of water supplied, the duration of a single use, and the number of uses per unit time.

Multiple Service Connection: Means a property with a single meter water service serving multiple customers.

Normal Working Hours: Means any normal workday (Monday-Friday except holidays) between the hours of 8:00 a.m. and 4:00 p.m.

Property Owner: Means an individual or organization that has legal ownership as evidenced by a deed filed with the County for the service address. It is understood that an agent can be appointed to act on behalf of the legal owners. It is further understood that any individual or organization that is listed on the deed (no matter the percentage ownership) is authorized to conduct business for the service address and to incur charges accordingly.

Service: Means that combined facility made up of both a "City service line" and a "customer service line".

Single Service Connection: Means a property with a water service serving a single customer.

Tenant: A person, including a vendee under a land sales agreement, lawfully occupying a property to which utility services are provided pursuant to an agreement with the owner.

User: Means any person, corporation, association, or other entity using water through an established service line.

Water Main: Means any pipe owned by the City of Astoria laid in a street, alley, or easement, and used or intended to be used for the distribution of water to customers through service lines.

Water Meter: Means any device used for the measurement of water delivered to an individual

location or user (service).

Water System: Means the water supply source including treatment facilities, storage, and distribution facilities under the City's control, and ending at the point of delivery to the water user's premise.

Application for Service

Section 1.01. Application for Water Service

- (1) An application for the installation of a new meter service shall be made to the Engineering Division. The applicant must be a Property Owner as defined. Upon completion of the new meter application process and prior to the physical installation of the meter, the applicant shall apply for water service with the Finance Department as outlined in the steps below.
- (2) An application for an existing water service shall be made to the Finance Department in person. All applicants must provide acceptable photo identification sufficient to meet the guidelines of the City's Identity Theft Protection Program.
- (3) An applicant shall state fully and truly all the purposes for which the water may be required and shall agree, as a condition for such use, to conform to the provisions of the Astoria Code and the rules and regulations of the City concerning water use.
- (4) If the applicant has outstanding unpaid amounts from a previous utility service with the City, those balances must be paid in full to either the City or it's assigned collection agent if applicable prior to the granting of service.
- (5) If the applicant is the Property Owner for which service is to be provided, they shall provide sufficient proof of ownership. Possible sources of proof can be a property deed, property tax statement, escrow documents or other documentation as agreed to by the Finance Director.
- (6) If the applicant is a Tenant, the Property Owner shall complete an Application For Non Owner Utility Service form as provided by the City. This form must be signed by the Property Owner for each new Tenant for service.
- (7) In the event that the City is unable to grant service to a Tenant, the property owner can agree to accept direct billing for the service in-lieu of the Tenant's application.

Section 1.02. Property Owner Responsibility

The Property Owner shall be considered ultimately responsible for service charges incurred on their property whether incurred directly or indirectly through a Tenant.

- (1) For Single Service Connections only, the Property Owner can choose at the time of application to be billed directly for service or for the bill to be directed to a Tenant.
- (2) For Multiple Service Connections, the Property Owner will be billed directly for all service provided.
- (3) Charges incurred shall include routine charges for service, past due amounts and late shutoff and turn on fees as well as other reasonable charges that may occur as determined by the Finance Director.
- (4) The City shall notify the Property Owner in writing, at the last known address of the Property

Owner, at the time of initial notification of an unpaid bill to the Tenant.

- (5) Once a water service is discontinued for nonpayment, the service will not be reconnected until all outstanding amounts for the service address have been satisfied and in the case of a Tenant, the account will be switched over into the Property Owners name until the account is brought current.
- (6) In the event that a service has unpaid balances from either a Property Owner or a Tenant, no new Tenant applications will be considered for that service and the account will remain in the Property Owners name until such time as the account is brought current. Upon the account being brought current, the account can be switched into the Tenant's name upon the completion of the application process.
- (7) By accepting service, the Property Owner is granting consent for the City to lien the service property in the event that a billing remains unpaid for greater than 60 days from the date of the original due date.

Section 1.03. Deposit for Water Service

The City can require a deposit in the amount of \$150 to be paid prior to granting a water service. The determination for a deposit requirement shall be made on the following:

- (1) An account in good standings is defined as an account that has had no more than 2 late payments in the 12 months of prior service. A late payment is defined as the sending out of a late notice commonly referred to as a Gold Notice. Any shutoffs in the previous 12 months of prior service will cause an account to be considered to not be in good standing.
- (2) If the applicant has had a previous utility service with the City within the previous 24 months, and the applicant maintained an account in good standings, then the deposit will be waived.
- (3) If the applicant can provide either a letter of good standing or an account history from a previous municipality showing/demonstrating an account in good standing, then the deposit will be waived.
- (4) An applicant with an outstanding balance owed to the City from a previous service will not be considered to be an account in good standing.
- (5) For the purposes of this section, married individuals will be considered to be one applicant with consideration of the deposit requirements applied to both jointly.
- (6) Upon 12 months of an account being in good standing, the deposit will automatically be applied to the following billing cycle. When an account is closed with an outstanding deposit, the deposit will be applied to the final balance.
- (7) The Tenant agrees that in the event that the account is unpaid and is charged against the Property Owner, the City can apply their deposit against the outstanding balance in partial or full satisfaction of the outstanding amount.
- (8) When an account is in arrears, the deposit cannot be used to bring the account current.

Section 1.04. Closing a Service

An account can be closed over the phone if the individual is able to properly identify themselves as the applicant. Otherwise the applicant must come in to the Finance Department in person to close the account.

Regulations of Service Facilities

Section 2.01. Customer Service Line

- (1) Customer service lines used from the meter to the property line and within the bounds of the premises shall meet the standards of the current edition of the Oregon Plumbing Specialty Code. Pipe used between the main and the meter is installed and maintained by the City, except where the meter is located at a distance from the main further than the street property line, in which event special arrangements shall be made by the owner, lessee or agent of the premises to pay for the cost of the extra length of line.
- (2) If pressure reducers or devices which restrict backflow are installed on a customer's service line, they shall be the owner's responsibility and meet the standards of the current edition of the Oregon Plumbing Specialty Code.
- (3) Customer service lines between the main and the wall of the building shall be laid not less than two feet below the grade of the street and the surface of the ground.

Section 2.02. Unlawful Water Connections

- (1) No person may connect to or disconnect from the City water system unless previously authorized by the City.
- (2) A customer shall obtain permission from the City before a customer service line is connected to a water meter. Such work shall be performed at the expense of the owner, lessee or agent of the premises. All water rates and charges owed by the applicant shall be paid in full before permission to connect with the City water system is granted.

Section 2.03. Water Service

- (1) Water service, including a meter of suitable size, shall be furnished by the City upon application to the Finance Department and the Engineering Division for new installations and prepayment of the charge or estimate therefor. The City shall furnish all labor and materials necessary for construction of service to the customer's property line, including meter adapter for customer's service line. The fee to be charged for a water service where the main is within 50 feet of the meter location shall be as given in the Fee Schedule, Section 5.01.
- (2) The City maintains City service lines within the City limits, from the main to and including the water meter without further cost to the property owner. Maintenance of the customer service line beyond the water meter is the sole responsibility of the customer.
- (3) The access/demand charges are based on water meter size as determined by the total Water Supply Fixture Units (WSFU) per the Uniform Plumbing Code and on the volume of water required to be available as standby service. New water meter size shall not be less than indicated in Appendix A based on total WSFUs. Alternative sizes designed and specified by a Professional Engineer or Architect and specifically reviewed and approved

by the City Engineer will be considered.

- (4) Temporary suspension of service (for periods of less than 12 months) will be provided upon request at no fee. Reinstatement of service will be subject to a reinstatement fee as provided in Section 5.01, Fees and Rates.

Section 2.04. Repair and Protection of Service Lines

All customer service lines shall be kept in repair and protected from freezing at the expense of the owner, lessee, or agent of the premises, who is responsible for all damages resulting from leaks or breaks.

The customer shall be liable for any damage to a meter or other equipment or property owned by the City which is caused by an act of the customer or the customer's agents. Such damage includes breaking or destruction of locks on or near a meter, and any damage to a meter that may result from hot water or steam from a boiler or heater on the customer's premises. The City shall be reimbursed by the customer for any such damage promptly upon presentation of a bill.

Section 2.05. Service Disconnection

Temporary disconnection for repairs - Water will be turned off and on without charge during "normal working hours" for customer originated system or equipment repairs or replacements, which are scheduled with the City. Temporary disconnection outside normal working hours shall be subject to fees as prescribed in Section 5.01, below.

Section 2.06. Separate Control of Service

When more than one residence or premises is connected to one water meter, customer service lines shall be arranged so that the supply to each separate residence or premises may be controlled by a separate valve.

Section 2.07. Joint Use (Inside or Outside the City)

Where water is supplied through one service line to more than one user, the City may decline to furnish water until separate customer service lines are provided. The charge for water consumed shall be based on the access/demand charge and the amount of water used (see Fee Schedule, Section 5.01, for amount). Meter size will be determined by the total Water Supply Fixture Units (WSFU) as established by the Uniform Plumbing Code and City Engineer (See Appendix A).

Section 2.08. Shut Off Due to Waste

Water shall not be knowingly furnished to premises where there is a defective or leaking faucet, closet, or other fixture, or where there is a water closet or urinal without self-closing valves, or a tank without a self-acting flap valve. When there is a defective or leaking fixture or when there is no shut off device, and the customer fails to take prompt corrective action, the City may at its option, secure the water service.

Section 2.09. Interruption of Service

- (1) While the City will endeavor to provide advance notice of scheduled service interruptions, water may be turned off at the mains without notice for emergency repair or other necessary purposes. The City will not assume responsibility for any damages as a consequence of interruption in service.

- (2) Water for steam boilers shall not be furnished by direct pressure from the City mains.
- (3) Any damage to the City water system or service line as a result of faulty customer equipment or backflow shall be the responsibility of the customer or user.

Section 2.10. Access to Premises for Inspection

Persons designated by the City may inspect, at reasonable hours of the day, all parts of any building or premises to which water is delivered from the City mains to determine the condition of the pipes and fixtures and the manner in which the water is being used.

Section 2.11. Service Outside the City

The City may furnish water to a user or water district outside of the City limits, if such service does not adversely affect the City supply, and shall charge the water rates as specified below in Section 5.01 (4). Such water shall be furnished based upon the conditions set forth in a contract to be made in each case of water being supplied outside the City. As a practice, the City will not accept new applications for users outside the City limits.

Section 2.12. Fire Hydrants - Fire Service Lines

- (1) No person may cut, change, remove, disconnect, repair, interfere or tamper in any manner with a fire hydrant owned by the City. Permits may be issued for the temporary connection to and operation of fire hydrants for construction sites and other approved uses. Contact Public Works Operations at (503) 325-3524 for more information.
- (2) Any person obtaining a permit for use of a fire hydrant shall pay a fee for such permit in addition to metered usage as listed in the Fee Schedule, Section 5.01.
- (3) "Fire service lines" may be installed at the expense of user-owner. No use or connection other than fire protection is permitted on "fire service lines". If any connection or use other than fire protection is discovered, the entire service will be disconnected and the appropriate insurance company notified. No further service shall be permitted until necessary correction measures are performed and approved by the City.

Section 2.13. Cross-Connections Prohibited

Cross-connections shall be prohibited, and protection must be provided against such cross-connection, as specified in Oregon Administrative Rules (OAR), Chapter 333.

Approved backflow prevention devices for protecting community water systems shall be installed on the service connection to premises where there is an auxiliary water supply, or premises listed in Appendix B, which is or can be connected to the water piping.

No person shall connect, unless an approved backflow prevention device is used, any pump or other apparatus to any water main or service connection connected to the City of Astoria water system which is capable of introducing any foreign liquid or material into said system.

The City must comply with cross-connection control requirements set forth in the Oregon Administrative Rules, Chapter 333, "Drinking Water". All approved backflow prevention devices installed must be tested annually, in an approved manner by an Oregon Certified Tester to assure proper operation.

The City requires that all backflow assemblies installed on fire protection services be tested annually

as provided for in OAR, Chapter 333.

In the event of the following conditions, the City's Public Works Director or his agent has the authority to discontinue water service to said premises until condition(s) is remedied:

- (a) Failure to remove or eliminate an existing unprotected or potential cross connection;
- (b) Failure to install a required approved backflow prevention assembly;
- (c) Failure to maintain an approved backflow prevention assembly; or
- (d) Failure to conduct the required testing of an approved backflow prevention assembly.

If water service is discontinued due to one or more of the above conditions, a turn-on fee as outlined in Section 4.02 will be required to resume service.

Water Meters

Section 3.01. Requirements

No person may use City water, except through an approved water meter. If a water meter fails to register accurately, as determined by City staff, charges for water shall be based upon the average quantity of water used daily as shown by the water meter when in order.

Section 3.02. Changes

Unless authorized by the City, no person may cut, change, remove, disconnect, connect, repair, interfere, meddle or tamper in any manner with any installed water meter.

Section 3.03. Accessibility

The occupant of a building or premises where a water meter is located shall keep the water meter free from obstructions and accessible at all reasonable times for reading, inspecting, or repairing.

Section 3.04. Water Meter Checks

Water meter checks requested by the user shall be provided as work schedules permit.

Enforcement Provisions

Section 4.01. Water Turn Off

If a customer fails to comply with rules, regulations, or conditions described herein or otherwise established for the use of water, or fails to pay charges for water service in the time and manner provided, the water supply may be turned off and administrative charges applied to cover the City's costs.

Section 4.02. Turn On Fee

When activation of a new or existing service is requested, during and after normal working hours, a fee must be paid, as indicated in the Fee Schedule, Section 5.01.

Section 4.03. Penalty for Delinquent Payment

All water bills are due and payable upon receipt of the bill. If a water bill is not paid by the fifteenth (15th) day of the month following the month of billing, the account shall be considered delinquent.

- (1) When deemed delinquent, the account holder will be notified by mail (Gold Card) of this delinquency. A fee of \$10.15 and one percent (1%) of the current bill, will be applied to cover the administrative costs of processing the notice and administering the delinquency.
- (2) If an account remains delinquent more than 7 days past the due date and after being notified by mail (Gold Card), a hand-delivered final notice of delinquency (Green Card) will be issued and hung at the premises of the meter location. A fee of \$19.22 will be applied to cover the costs of delivery and processing of the Green Card.
- (3) If an account remains delinquent more than 5 days after delivery of a final notice (Green Card) the service will be turned off. Fees and charges as specified in Section 5.01 will be applied for turning off, turning on and processing the termination of service. All charges, fees and past due amounts must be paid in full before service is resumed.

Section 4.04. City May Restrict Use of Water

If a shortage of water exists, the City may elect to impose restrictions on the use of water as determined by the City Council or City Manager.

Section 4.05. Irrigation Adjustment

- (1) All properties in the City of Astoria that have at least 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:
 - (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
 - (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this irrigation adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (2) The charge for irrigation water used shall be the same as other water; however, there will be no sewer fee charged for the water used for irrigation.
- (3) Such water to be used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used by the premises during the three bi-monthly billing periods proceeding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.

Section 4.06 Commercial Adjustment

Per Resolution 95-10 Application may be made to the City of Astoria for a Commercial or industrial Business rate adjustment based on the following criteria:

- (1) The bi-monthly water consumption must be greater than 150,000 gallons each period, and
- (2) The account operators must make application to the City on forms supplied by the City, for relief, and
- (3) The account operators or businesses must have a current City business license stating the number of employees, and
- (4) The water must be consumed for or used in an industrial process (other than for personnel or personal use) for the business or industry, and
- (5) Consideration will be given only to the consumption in excess of 150,000 gallons for each bi-month period.

Relief will be allowed on the following basis:

- (6) Water charges will be reduced by 10,000 gallons per billing period, per employee, on the amount in excess of 150,000 gallons.
- (7) The amount of relief will be credited to the business.

Section 5.01. Fees and Rates for Water Service

- (1) City Council, by this resolution, sets the fees and rates for water service and related activities as described in this resolution in accordance with the following requirements:
 - A. Water service rates shall be based on the combination of a demand charge on open customer accounts plus a consumption charge for the volume of water consumed.
 - B. Water service revenues may also be used for payment or repayment of indebtedness incurred for capital improvements to the water system. Rates may be adjusted for this purpose system-wide or with reference to specifically benefited properties. Rates shall be reviewed by the Finance Director during each fiscal year.
 - C. Account fees, administrative fees, and charges for other water service activities, including service connection charges, shall be based on direct and indirect costs to the utility providing the service
- (2) The access/demand charge is based on meter size as determined by the total Water Supply Fixture Units (WSFU) assigned to each service. This charge represents the proportionate share of cost each service requires to build and maintain the water system. The total WSFU shall be used to determine meter size and access/demand charges.

The City supports and encourages the installation of residential fire sprinkler systems that provide significant protection and greatly reduces the potential for major property damage from residential fires. Therefore, a special access/demand charge category has been created for residential fire sprinkler installations.

- (3) All water customers connected to the City water system shall pay an access/demand charge for each two-month billing period as follows, effective July 1, 2018:

Water Meter Size	Base Charge / Bill Period
5/8" x 3/4"	\$37.21
1" Residential Sprinkler	\$40.28
1"	\$111.98
1.5"	\$258.49
2"	\$422.69
3"	\$936.02
4"	\$1,694.04
6"	\$3,759.66
8"	\$6,440.46
10"	\$9,924.96

In addition to the above base charge, each customer shall pay the following additional consumption charge based upon the amount of water consumed by each customer per each billing period: \$3.99 per 1,000 gallons, effective July 1, 2018.

- (4) Charges - Outside City. All users and Water Districts outside Astoria City Limits shall be charged as listed in Section 5.01 (1) and (2), and an additional ten percent (10%) for providing out-of-city service.
- (5) Service Installation (City service line and meter charges are as follows:

5/8" X 3/4" City Service Line and Water Meter	\$2,595.60
1" City Service Line and Water Meter	\$2,863.40
1" Residential Sprinkler Service and Meter	\$2,863.40

An advance deposit of the estimated cost for labor, materials and administration will be required prior to installation of meters greater than 1" in size, or meters that are more than 50 feet from the water main.

Meter Reduction Fee: When a customer requests a reduction in meter size from 1" to a 5/8" - 3/4", a \$154.50 service fee will be charged. Reduction fees for any other size meter will be determined by an estimate prepared by Public Works Operations staff.

New Developments: When a developer's contractor installs water mains, services lines and vaults or meter boxes, a meter installation fee will be assessed rather than the service installation charge. This fee pays for meter installation and administrative expenses associated with new meters, including plan review, inspection, mapping and account setup. Meter Installation Fees are as follows:

5/8" x 3/4"	\$377.02
1"	\$477.08
1-1/2" & Larger	Installation Cost + \$768.52

The Public Works Department will provide a cost estimate for supply and installation of meters larger than 1". All meters 3" or larger require the installation of a bypass line in accordance with City standards. If meter box and service line is not constructed in accordance with City standards, the City will not install the meter until corrections are made -or- will assess additional charges for work necessary to bring the installation to City standards.

In the event the Public Works Operations Division work schedule conflicts with a customer's water service installation schedule, the customer, at their cost, may hire a prequalified (as determined by the City Engineer) contractor to perform the installation. Work to install said improvements shall be allowed upon issuance of a permit by the City, which obligates permittee to construct improvements which meet all City requirements and specifications. Improvements shall be inspected by the City Engineer or his designated representative before backfilled and accepted. A cost estimate will be prepared by the Public Works Department that will include anticipated costs for inspection or assistance by Public Works personnel. The estimated cost for the City's participation will be paid prior to a permit being issued. An adjustment will be made for actual costs incurred after the work is accepted by the City.

(6) Other Fees

Fire hydrant permit	\$24.65 for first day
\$10.88 for each additional day for the first five days, plus metered water. For longer-term projects, the hydrant meter permit fee is \$1.44 per day after the first five days, plus metered water.	
Activation of new service or account (normal working hours)	\$ 34.07
Turn on/off (because of delinquent bill)	\$ 51.48 (normal working hours)
Turn on/off (because of delinquent bill)	\$102.95 (after hours)
Reactivation of a dormant account	\$129.06 (including reinstallation of a removed meter)
Hand delivery of delinquency notice (Green Card)	\$ 19.22
Mail delivery of delinquency notice (Gold Card)	\$ 10.15
Reinstatement of suspended service	\$ 34.07

(7) Bills and Payment

A. Rendering of Bills.

1. Meter Readings. Meters will be read at regular intervals for the preparation of bi-monthly bills and as required for the preparation of opening, closing and special bills.
2. Bills for water service shall be rendered bi-monthly or upon closing, unless otherwise provided in the rate schedule.

B. Payment of Bills.

1. All bills are due and payable upon receipt. Payment may be made at the City's Finance Department office or at an authorized deposit location.
2. Closing bills will be forwarded to customer after service is discontinued.
3. Delinquent bills will be processed according to procedures outlined in Section 4.03 of this resolution.

C. Billings of Separate Meters Not Combined.

Each meter on a customer's premises will be considered separately, and the readings of two or more meters will not be combined.

(8) Leak Adjustment

When a leak occurs on a metered account, it is the responsibility of the owner to see that repairs are made as quickly as possible. If the leak has caused the bi-monthly charge to be excessive, the responsible person may request an adjustment in writing with said request attesting that the leak has been repaired. The formula for the adjustment is 1/6 the bi-monthly yearly average plus 20% of the excessive charge, using the nearest rounded figure. Only two separate adjustments may be made per account per calendar year. The sewer billing adjustment (for usage over 4,000 gallons) will be based on the adjusted average water billing.

Section 6.01. Penalties

Any violation of these regulations may subject violator to water turn off, \$145.00 fine, or both, in addition to any other legal remedies available to the City.

Section 6.02. Repeal

Resolution No. 17-17, adopted by the City Council on June 5, 2017, is hereby repealed and superseded by this resolution.

Section 6.03. Effective Date

The provisions of this resolution shall be effective July 1, 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

YEA

NAY

ABSENT

Councilor Nemlowill
Brownson
Price
Jones
Mayor LaMear



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX A

The City of Astoria uses American Waterworks Association (AWWA), Uniform Plumbing Code (UPC) and City of Astoria Engineering Design Standards to establish meter size. The water meter sizing chart below is based on total Water Supply Fixture Units (WSFU) as established in the UPC.

Water Meter & Service Size	Total WSFU
5/8" X 3/4"	0-20
1"	20.5-40
1.5"	40.5-160
2"	160.5-365

Water Meter and Service Size Notes:

1. Water meters and service lines larger than 2" must be sized by Oregon Registered Professional Engineer. The calculations must be submitted to the Engineering Division for review and approval.
2. The table above represents WSFU totals for systems with flush tanks only. Systems that utilize flushometer valves will require sizing calculations to be submitted to the Engineering Division.
3. The water service piping from the distribution main to the water meter will be the same size as the water meter unless requested otherwise.
4. If the structure requires a fire sprinkler system that is served through the water meter, the application for water service may require additional review by the Engineering Division.
5. For services with less than 46 psi static pressure or over 100 feet of supply and branch piping, the water meter or service size may need to be increased to adequately meet the building's water service needs.
6. Any application for water/sewer service will be classified relative to total WSFU and the indicated meter size will be required as a minimum.



PUBLIC WORKS WATER RULES AND REGULATIONS

APPENDIX B

PREMISES REQUIRING ISOLATION BY AN APPROVED AIR GAP OR REDUCED PRESSURE PRINCIPLE TYPE OF ASSEMBLY HEALTH HAZARD	
1.	Agricultural (e.g. farms, dairies)
2.	Beverage bottling plants*
3.	Car Washes
4.	Chemical plants
5.	Commercial laundries and dry cleaners
6.	Premises where both reclaimed and potable water are used
7.	Film processing plants
8.	Food processing plants
9.	Medical centers (e.g. hospitals, medical clinics, nursing homes, veterinary clinics, dental clinics, blood plasma centers)
10.	Premises with irrigation systems that use the water supplier's water with chemical additions (e.g., parks, playgrounds, golf courses, cemeteries, housing estates)
11.	Laboratories
12.	Metal plating industries
13.	Mortuaries
14.	Petroleum processing or storage plants
15.	Piers and docks
16.	Radioactive material processing plants and nuclear reactors
17.	Wastewater lift stations and pumping stations
18.	Wastewater treatment plants
19.	Premises with piping under pressure for conveying liquids other than potable water and the piping is installed in proximity to potable water piping
20.	Premises with an auxiliary water supply that is connected to a potable water supply
21.	Premises where water supplier is denied access or restricted access for survey
22.	Premises where water is being treated by the addition of chemical or other additives

* A Double Check Valve Backflow Prevention Assembly could be used if the water supplier determines there is only a non-health hazard at a beverage bottling plant.

RESOLUTION NO. 18 - ____

A RESOLUTION ESTABLISHING RULES, REGULATIONS, RATE CHARGES AND CONDITIONS FOR SEWER SERVICE

WHEREAS, the City of Astoria provides a valuable public service by providing a sewer system inside the City limits. These sewer facilities constitute a public utility owned and operated by the City of Astoria. The utility exists for the benefit of persons within the City who want to have the system available for disposing of sewage.

WHEREAS, users of the sewer system should be charged rates that reflect the operation of this system as a public utility in the City, persons who do not use the sewer utility should not be required to pay monthly utility rates. Use of the sewer system occurs when the water service to improved property is requested to provide water for the property, because water is the medium for carrying sewage through the system.

WHEREAS, the rate structure of the sewer utility should be based upon a fee for service consistent with the above findings. Although this rate structure is intended to constitute a service charge, even if it is viewed as a charge against property or against a property as a direct consequence of ownership of that property, the utility's rate structure should, nonetheless, endeavor to allow the owner the ability to control the amount of the charge. Similarly, the utility's rate structure should reflect the full actual direct and indirect costs of providing the service.

WHEREAS, under Section 3.040 of the Astoria Code, the City Manager is authorized to enforce sewer rules and regulations and the City Council hereby approves the following rules and regulations and sets the sewer rates.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA, THAT THE FOLLOWING RULES AND REGULATIONS SHALL BECOME EFFECTIVE UPON PASSAGE:

SEWER REGULATIONS

Section 1.01. Definitions

- (1) "City" shall mean City of Astoria, its staff and/or designee (authorized representative).
- (2) "BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at 20 degrees C, expressed in milligrams per liter.
- (3) "Building Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five (5) feet (1.5 meters) outside the inner face of the building wall.
- (4) "Building Sewer" shall mean the extension from the building drain to the public sewer or other place of disposal.
- (5) "Combined Sewer" shall mean a sewer that is designed as a sanitary sewer and a storm sewer.
- (6) "Customer" shall mean a person, corporation, association or agency that has requested and is receiving water and sewer service.
- (7) "Garbage" shall mean solid waste from the domestic and commercial preparation,

cooking and dispensing of food, and from the handling, storage and sale of produce.

- (8) "Industrial Waste" shall mean the liquid waste from industrial manufacturing processes, trade, or business as distinct from domestic-type sewage.
- (9) "Natural Outlet" shall mean any outlet into a watercourse, pond, ditch, lake or other body of surface or ground water.
- (10) "Person" shall mean any individual, firm, company, association, society, corporation or group.
- (11) "pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in grams per liter of solution.
- (12) "Properly Shredded Garbage" shall mean the waste from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half (1/2) inch (1.27 centimeters) in any dimension .
- (13) "Public Sewer" shall mean a sewer in which all owners of abutting properties have equal rights, and is controlled by public authority.
- (14) "Sanitary Sewer" shall mean a conduit intended to carry liquid and water-carried waste from residences, commercial buildings, industrial plants and institutions together with minor quantities of ground, storm and surface water that are not intentionally admitted.
- (15) "Sewage" shall mean a combination of the water-carried waste from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm water as may be present.
- (16) "Sewage Treatment Plant" shall mean any arrangement of devices and structures used for treating sewage.
- (17) "Collection Systems" shall mean all facilities for collecting, pumping, treating and disposing of sewage.
- (18) "Sewer" shall mean a pipe or conduit for carrying sewage.
- (19) "Shall" is mandatory; "may" is permissive.
- (20) "Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.
- (21) "Storm Sewer" (sometimes termed "storm drain") shall mean a sewer designed to carry only storm water, surface run-off, street wash water and drainage.
- (22) "Suspended Solids" shall mean solids that are either floating on the surface of, or are in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.
- (23) "Watercourse" shall mean a channel in which a flow of water occurs either continuously or intermittently.

Section 1.02. Use of Public Sewer Required

- (1) No person shall deposit or permit to be deposited in an unsanitary manner any human or animal excrement, garbage or other objectionable waste upon public or private property within the City of Astoria, or in any area under the jurisdiction of said City.
- (2) No person shall discharge any sanitary sewage, industrial waste, or other polluted waters to any natural outlet within the City of Astoria, or in any area under the jurisdiction of said City.
- (3) The owners of residences, buildings or properties used for human occupancy, employment, recreation or other purposes, within the City and abutting any street, alley or right-of-way in which a public sanitary or combined sewer of the City, is located or may be located in the future, are hereby required to install suitable toilet facilities therein, at their own expense, and to connect such facilities directly to the proper public sewer in accordance with the provisions of these rules and regulations within 90 days from the date of official notice to do so, provided that said public sewer is within 500 feet of the property line. If the owner fails to connect to the sewer as required, or fails to pay the connection and tapping charge when due, the City may discontinue water service until the connection is made and the charge is paid.
- (4) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

Section 1.03. Building Sewers and Connections

- (1) No unauthorized person shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance thereof without first obtaining a written permit from the City.
- (2) There shall be two (2) classes of building sewer permits: (1) for residential and commercial services, and (2) for service to establishments producing industrial waste. In either case, the owner or his agent shall make application for service on a special form provided by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the City. Fees are set forth in Section 1.08.
- (3) All costs and expenses incidental to the installation and connection of a building sewer shall be borne by the owner. The owner shall indemnify the City from any loss or damage incurred, directly or indirectly by the installation of the building sewer.
- (4) A separate and independent building sewer shall be provided for each residential unit within a condominium and for each residential building. Each commercial or industrial building shall have a separate and independent building sewer.
- (5) An old building sewer may be used in connection with new buildings only when it, upon examination and testing by the City, meets all requirements of this resolution.
- (6) The connection of the building sewer to the public sewer shall be made at a "Y" branch or "T" if such fitting is available at a suitable location. If no fitting is available, a tap will be made using an approved tapping saddle or inserta tee. Where no properly located "Y" branch or "T" is available, the tap will be made by a State Licensed Plumbing Contractor and the contractor shall have the connection inspected by the Engineering Division prior to backfilling.

- (7) All excavations for building sewer installation shall be adequately guarded with barricades and lights so as to protect the public from hazard. Public property disturbed in the course of the work shall be restored in a manner satisfactory to the City within a reasonable time.
- (8) The user/owner of any private or building sewer shall be responsible for maintenance to the point of connection with the public sewer.
- (9) The size, slope, alignment, materials or construction of a building sewer, and the methods to be used in excavating, placing of pipe, jointing, testing, and trench backfilling, shall conform to the requirements of the building and plumbing code or other applicable rules and regulations of the City. In the absence of code provisions or in amplification thereof, the material and procedures set forth in appropriate specifications of the American Society for Testing and Materials (ASTM) and Water Pollution Control Facility (WPCF) Manual of Practice No. 9 shall apply.
- (10) Whenever possible, the building sewer shall be brought to the building at an elevation below the basement floor. In all buildings in which drain is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building drain shall be lifted by an approved means and discharged to the building sewer.
- (11) The connection of the building sewer to the public sewer shall conform to requirements of the building code, Oregon Plumbing Specialty Code and City of Astoria Design Standard Detail S-8. All connections shall be made gastight and watertight. Any deviation from the prescribed procedures or materials must be approved by the City Engineer prior to installation.
- (12) The applicant for a building sewer permit shall notify the Public Works Engineering Division office when the building sewer is ready for inspection and connection to the public sewer. Connections made by a contractor must be inspected by the City prior to backfilling.

Section 1.04. Use of Public Sewers

- (1) No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or unpolluted industrial process water to any sanitary sewer where there is a storm sewer system available. New construction or extensive remodeling in areas where separate City sewers are not available will be piped separately to the street right-of-way line, and joined into a combined sewer line to the City main.
- (2) Storm water and all other unpolluted drainage shall be discharged to such sewers specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the City. Upon approval by the City, industrial cooling water or unpolluted process water may be discharged to a storm sewer, combined sewer, or natural outlet.
- (3) No person shall discharge or cause to be discharged any of the following described water or waste to any public sewers:
 - (a) Gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 - (b) Water or waste containing toxic or poisonous solids, liquids, or gases insufficient quantity, either singly or by interaction with other waste that may injure or interfere

with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving water of the sewage treatment plant, including but not limited to cyanides in excess of two (2) mg/L as cyanide ion in the waste as discharged to the public sewer.

- (c) Water or waste having a pH lower than 6.2 or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the collection systems.
 - (d) Solid or viscous substances in quantities or size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the collection systems such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
- (4) No person shall discharge or cause to be discharged the following described substances, materials, water or waste if it appears likely in the opinion of the City that such waste can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the City will consider such factors as to quantities of subject waste in relation to flows and velocities in the sewers, construction materials of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of waste in the sewage treatment plant and other pertinent factors. The substances prohibited are:
- (a) Liquid or vapor having a temperature higher than 150 degrees F (65 degrees C).
 - (b) Water or waste containing fats, wax, grease or oils, whether emulsified or not, in excess of 100 mg/L or containing substances which may solidify or become viscous at temperatures between 32 degrees and 150 degrees F (0 and 65 degrees C).
 - (c) Garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths (3/4) horsepower (0.76 hp metric) or greater shall be subject to the review and approval by the City.
 - (d) Water or waste containing strong acid iron pickling waste, or concentrated plating solutions whether neutralized or not.
 - (e) Water or waste containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or waste exerting an excessive chlorine requirement, to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.
 - (f) Water or waste containing phenols or other taste-or-odor-producing substances, in such concentrations exceeding limits which may be established by the City as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies of jurisdiction for such discharge to the receiving water.
 - (g) Radioactive waste or isotopes of such half-life or concentration that may exceed limits established by the City in compliance with applicable State or Federal regulations.

(h) Water or waste having a pH less than 6.2 or greater than 8.5.

(i) Materials which exert or cause:

1. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries, and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulfate).
2. Excessive discoloration (such as, but not limited to, dye waste and vegetable tanning solutions).
3. Unusual BOD, chemical oxygen demand, or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.
4. Unusual volume of low or concentration of waste constituting "slugs" as defined herein.

(j) Water or waste containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving water.

(5) If any water or waste is discharged or are proposed to be discharged to the public sewers, which water contain the substances or possess the characteristics enumerated in paragraphs 3 and 4 of this section, or which in the judgment of the City may have a deleterious effect upon the collection systems, processes, equipment, or receiving water, or which otherwise create a hazard to life or constitute a public nuisance, the City may:

- (a) Reject the waste;
- (b) Require pretreatment to an acceptable condition for discharge to the public sewers;
- (c) Require control over the quantities and rates of discharge; and/or
- (d) Require payment according to Section 1.09.

If the City permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to review and approval by the City and subject to the requirements of all applicable codes, ordinances and laws.

- (6) Grease, oil and sand interceptors shall be installed and maintained by the customer when, in the opinion of the City, interceptors are necessary for the proper handling of liquid waste containing grease in excessive amounts, or any flammable waste, sand or other harmful ingredients; except that such interceptors shall not normally be required for private living quarters or dwelling units. All interceptors shall be of a type and capacity approved by the City and shall be placed in a location that is readily accessible for cleaning and inspection.
- (7) Where preliminary treatment or flow-equalizing facilities are provided for any water or waste, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.
- (8) When required by the City, the owner of any property serviced by a building sewer carrying industrial waste shall install a suitable control manhole together with such necessary meters

and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the waste. Such manhole, when required, shall be accessibly and safely located and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner at his expense, and shall be maintained by the owner so as to be safe and accessible at all times.

- (9) All measurements, tests, and analyses of the characteristics of water and waste to which reference is made in this resolution shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the collection systems and to determine the existence of hazards to life, limb, and property. (The particular analyses involved will determine whether a 24-hour composite of all outfalls of a premise is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from 24-hour composites of all outfalls whereas pH is determined from periodic grab samples or continuous pH recorder.)

Section 1.05. Protection from Damage

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the municipal collection systems. Any person violating this provision shall be subject to immediate arrest. The utility shall be reimbursed by the offender for any such damage promptly, upon presentation of a bill, along with any other compensation due.

Section 1.06. Powers and Authority of Inspectors

Duly authorized employees of the City bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these rules and regulations.

Section 1.07. Penalties

- (1) Any person found in violation of any provisions of these rules and regulations, excluding Section 1.05 shall be served by the City with written notice stating the nature of the violation and a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

Any person who continues any violation beyond the time limit provided for in Section 1.07, subsection (1), shall be guilty of a misdemeanor. Each day in which any such violation continues shall be deemed a separate offense.

Any person violating any of the provisions of these rules and regulations shall become liable to the City for any expense, loss or damage occasioned the City by reason of such violation.

Section 1.08. Connection and Tapping Charges

- (1) Each permit application shall be accompanied by the payment in full of the connection charge determined according to the schedule below. The amount of the connection charge is determined on a basis of the water meter size required to meet the

occupancy requirements.

The connection charges shall be as follows:

<u>Size of Water Meter</u>	<u>Connection Charge</u>
5/8" or 3/4"	\$822.31
1"	\$1,637.45
1-1/2"	\$2,336.94
2"	\$3,750.52
3"	\$7,724.57
4"	\$10,761.23
6"	\$21,406.95
8"	\$37,765.13
10"	\$48,929.93

Connection charges for meters larger than 10" shall be determined by the City Council. A final billing for connection charges is based upon the actual cost of labor, materials and administration.

- (2) Actual taps of the City sewer will be performed by an authorized contractor.
- (3) The applicant shall make the excavation, with proper shoring, to the City sewer. The Engineering Division shall inspect the final connection before backfilling. Notify the Engineering Division 24 hours prior to needing an inspection.
- (4) Storm Water Connection Fee. The service fee for storm water connection to property that is of average lot size (5,000 square feet) is \$515.00. Fees for property larger than 5,000 square feet and commercial properties will be calculated at \$0.10 per square foot.

Section 1.09. Sewer Service Charge

- (1) The owner, lessee, or agent of any premises connected to the City sewer system, except those producing waste as described in Section 1.04, shall pay a sewer service charge as follows:
 - (a) The bi-monthly minimum sewer service charge for dwelling units shall be \$43.55 effective July 1, 2018.
 - (b) For bi-monthly water use in excess of 4,000 gallons for each installed meter, the sewer service charges shall be the bi-monthly minimum sewer service charge plus \$4.85 per each thousand gallons in excess of 4,000 gallons, effective July 1, 2018. In any case, the charge shall not be less than the minimum sewer service charge.
- (2) Those premises producing waste as described in Section 1.04, which the City is willing to accept, shall pay the rates set forth in subsection (1) above, plus any added costs of handling and treating the waste not covered by existing sewer charges.
- (3) All properties in the City of Astoria with a minimum of 500 square feet of space used for lawn and/or garden area are hereby given the privilege (option) of using City water for the purpose of irrigation. As meters are read on a two month cycle, the adjustment will be calculated according to the following schedule:

- (a) Meter Reading Cycle 01
 - April/May billed in June
 - June/July billed in August
 - August/September billed in October
- (b) Meter Reading Cycle 02
 - May/June billed in July
 - July/August billed in September
 - September/October billed in November

An application may be made to the City Utility Clerk to receive this adjustment. Once an application is accepted by the Finance Department, it will remain in effect until either the property owner requests to have the adjustment removed or the account is closed.

- (4) Charges for irrigation water used shall be the same as other water; however, there will be no sewer fee assessed for the water used for irrigation.
- (5) Water used for irrigation purposes shall be determined in the following manner: An average shall be taken of the amount of water used at the premises during the three bi-monthly billing periods preceding the irrigation period. Any water used during the irrigation period in excess of this average shall not be assessed a sewer fee.
- (6) The bill shall be prorated equitably for less than a one-month period in case of occupancy change.

Section 1.10. Surcharge for Combined Sewer Overflow

- (1) The Finance Director shall bill and collect a 97% surcharge on all sewer billings to be applied to the correction of Combined Sewer Overflows (CSO) in Astoria.
- (2) The CSO surcharge shall be billed as part of the sewer item on the municipal water bill for every customer and it is due and collectable at the same time and in the same manner as the water bill. All monies collected as CSO surcharges will be placed in a CSO Fund and will be used exclusively for the correction of combined sewer overflows in Astoria.
- (3) If a CSO surcharge is not paid when due, the City may shut off water service until all delinquent utility charges are fully paid. Procedures and fees for processing of delinquent accounts are as provided in the current resolution establishing rules and regulations for water service.

Section 1.11. Billing Procedures

- (1) Procedures and rules governing the billing, collection, credit extension and shut off for past due accounts are contained in the Water Resolution Section 1.01.
- (2) The sewer service charge shall be billed as a separate item on the municipal water bill for the same customer and is due and collectible at the same time and in the same manner as the water bill. All funds collected as sewer charges will be placed in the sewer department of the Public Works Fund.

Section 1.12. Private Sewage Disposal

- (1) When a public sanitary sewer is not available under the provisions of Section 1.02, the building sewer shall be connected to a private sewage disposal system complying with the

provisions of this Resolution.

Before commencement of construction of a private sewage disposal system, the owner shall first obtain a written permit from the Oregon State Department of Environmental Quality.

- (2) At such time as a public sewer becomes available to a property served by a private sewage disposal system as provided in Section 1.02, a direct connection shall be made to the public sewer in compliance with this Resolution, and any septic tanks, cesspools, and similar private sewage disposal facility shall be abandoned in accordance with State law at no expense to the City.
- (3) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times at no expense to the City.
- (4) No statement contained in this resolution shall be construed to interfere with any additional requirements that may be imposed by the Oregon State Department of Environmental Quality.

Section 1.13. Non Use of Sewer

If a sewer which connects a building with the City sewer system is not to be used due to the fact that the water has been turned off at the premises, and the Finance Director has received a written notice that there will be no use of the sewer or water, the owner or occupant shall not be charged for sewer use during the period of discontinuance or until the water is turned on.

Section 1.14. Private Water Supply

Where a private source of water is used and then discharged into the sewer system, the private source shall be metered and the sewer service charge determined as provided in Section 1.09.

Section 1.15. Penalties

Any violation of these regulations may subject violator to water turn off, a \$292.59 fine, or both, in addition to any other legal remedies available to the City.

Section 1.16. Review and Revision of Rates

Sewer service charges established in Section 1.09 of this resolution shall, at a minimum, be reviewed annually and revised periodically to reflect actual costs of operation, maintenance, and replacement of the treatment works and to maintain the equitability of the user charge with respect to proportional distribution of the cost of operation and maintenance in proportion to each user's contribution to the total wastewater loading of the treatment works.

Section 1.17. Notification

Each user will be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charges, which are attributable to wastewater treatment services.

Section 1.18. Repeal of Resolution

Resolution No. 17-18, adopted by the City Council on June 5, 2017, is hereby repealed and superseded by this resolution.

Section 1.19. Effective Date

The provisions of this Resolution shall be effective July 1, 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

YEA

NAY

ABSENT

Councilor Nemlowill
Brownson
Price
Jones
Mayor LaMear



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PARKS AND RECREATION

DATE: JUNE 8, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: RESOLUTION AMENDING THE FEE SCHEDULE FOR OCEAN VIEW CEMETERY

DISCUSSION/ANALYSIS

The mission of the Astoria Parks and Recreation Department is to provide lifelong learning, wellness, and well-being through recreational opportunities and is dedicated to the preservation of natural resources, open spaces and facilities that inspire and bring neighbors together. To assist in achieving this goal the Parks and Recreation Department charges fees to assist in the cost recovery of the Department operations. The Department's budgeted cost recovery for the 2018-2019 fiscal year is 44%. Resulting in a cost recovery rate of nearly double the national average and top-quartile standing for revenue generation per capita. The Parks and Recreation Department is able to achieve this high cost recovery and revenue generation due to revenue generation, business practices, and innovations.

Section F of the adopted Fee Schedule includes for Parks and Recreation services. Other fees charged by the Parks and Recreation Department for program based activities are not included in the Fee Schedule to allow flexibility for maximum cost recovery as programs ebb and flow.

Ocean View Cemetery – Schedule F3

On April 6, 2015 the Astoria City Council amended the fee schedule to approve a 40% increase effective April 7, 2015 – June 30, 2015 and then an additional 10% increase for fiscal year 2015-2016 for the services provided at Ocean View Cemetery, with the intent of increasing the fees by 10% every fiscal year beginning 2016 to the fiscal year ending of 2022.

This direction came after a Special City Council meeting held at the Cemetery to study its history, operations, and challenges. During the meeting the Council viewed a presentation, toured the grounds, received community feedback, and discussed how to overcome the current and future challenges facing the Cemetery. Fees for services at Ocean View Cemetery have fallen behind the national, state, and local standards. As a result the costs of services at Ocean View Cemetery are greater than the fees charged for those services. This fee increase began closing the gap between fees charged for services vs the cost of services.

In 2015, 2016, and 2017 City Council continued implementing this proposal by increasing rates an additional 10% prior to the start of each fiscal year. It is proposed that fees be increased by an additional 10% effective July 18, 2018. The fee amounts are shown below:

OCEANVIEW CEMETERY	CURRENT	PROPOSED	EFFECTIVE
<u>Graves-Ground Only (w/perpetual care)</u>			
Infant/Child plots	\$233	\$256	7/18/2018
Block 68, Cremation only	\$492	\$471	7/18/2018
All other blocks	\$1,286	\$1,414	7/18/2018
<u>Interments</u>			
Adult (opening and closing)	\$1,286	\$1,414	7/18/2018
Cremation	\$642	\$707	7/18/2018
Cremated remains (Saturdays)	\$186	\$205	7/18/2018
Adult, Saturdays	\$373	\$410	7/18/2018
Late funerals (after 3:00 pm) add'l/hr.	\$75	\$82	7/18/2018
<u>Disinterment</u>			
Adult	\$606	\$666	7/18/2018
Child under 7	\$466	\$512	7/18/2018
Cremated remains removed	\$186	\$205	7/18/2018
<u>Liner and Installation</u>			
Liner Fee	\$373	\$410	7/18/2018
<u>Monument/Marker Permits</u>			
Monument Permit (Not over 62" in length)	\$223	\$246	7/18/2018
Marker Permit-Double (2 people)	\$186	\$205	7/18/2018
Marker Permit-Single	\$150	\$164	7/18/2018
Marker Permit-Veteran	\$75	\$82	7/18/2018
Marker Permit-Baby grave cover	\$94	\$102	7/18/2018
<u>Misc.</u>			
Chapel Reservation	\$83/hr.	\$91/hr.	7/18/2018
Other Work	Cost + 25%	Cost +25%	7/18/2018
<i>Total Cost of Average Casket Burial</i>	\$3,093	\$3,403	
<i>Total Cost of Average Cremation</i>	\$1,221	\$1,343	

RECOMMENDATION

It is recommended that City Council authorize this fee schedule edit in order to meet the budgeted cost recovery for the 2018 – 2019 fiscal year and to offset maintenance costs at Ocean View Cemetery.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

RESOLUTION NO. 18 –

A RESOLUTION OF THE CITY OF ASTORIA RELATING TO FEES FOR SERVICES.

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

Section 1 Authority for Fees. The various departments of the City incur expenses in searching for and furnishing copies of records, reports and documents, and providing special services for private individuals and private concerns. The City Council deems it advisable, for the efficient conduct of the affairs of the various departments, that reasonable fees be charged for furnishing such records, reports, documents and services. A deposit may be requested in advance of providing the requested information.

Section 2. Schedule of Fees. The fee schedules for the various Departments of the City of Astoria are attached to this Resolution and identified as follows:

INDEX

<u>Schedule</u>	<u>Department</u>	<u>Pages</u>
A	Building Inspection	A1 – A7
B	City Administration	B1 – B2
C	Community Development Department	C1 – C3
D	Fire Department	D1
E	Library	E1
F	Parks and Recreation Department	
	• Aquatic Center Fees	F1
	• Maritime Memorial Fees	F2
	• Ocean View Cemetery Fees	F3
	• Recreation Division Rental Fees	F4
	• Astoria Column	F5
G	Police Department	G1
H	Public Works/Engineering Department	H1 – H2

Section 3. Application of Fees. The fees shall be charged whether the request for the service is made in person, by telephone or in writing.

Section 4. Exceptions to the Payment. No law enforcement agency, Civil Service Commission or department of the Armed Forces is required to pay the fees established in Section 1 of this resolution.

Section 5. Fees Remitted to Finance Department. Fees collected under the provisions of this resolution shall be remitted to the Finance Department. The Finance Director shall deposit the fees received in the appropriate established fund.

Section 6. Repeal. Resolution No. 18-02 adopted February 5, 2018 is repealed.

Section 7. Effective Date. The provisions of this resolution shall be 30 days upon passage.

ADOPTED BY THE CITY COUNCIL THIS 18th DAY OF JUNE, 2018.

APPROVED BY THE MAYOR THIS 18th DAY OF JUNE, 2018.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Commissioner Nemlowill			
Brownson			
Price			
Jones			
Mayor LaMear			

Building Inspection Schedule A

CITY OF ASTORIA MECHANICAL PERMIT FEES	
Fee Description	Fees
Plan Check Fees	25% of mechanical permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Permit Fees for One- and Two-Family Dwellings: Mechanical Equipment:* Clothes dryer, exhaust fan, kitchen hood Fuel burning (incl. vents, chimney, flues, etc) All other appliances and equipment Gas Piping: One to four outlets Additional outlets (each) Alteration to mechanical equipment or system <i>*Mechanical equipment for one- and two-family dwellings includes, but is not limited to: wood stove, fireplace insert, furnace and its attached add-ons (e.g. cooling coil and air filter), pellet stove, heat pump condenser unit, log lighter, portions of boiler not regulated by the State, pool heater, sauna.</i> <i>The following items are included in the base fee, separate fees will not be assessed: filter, volume damper, fresh air intakes, electric water heater regulated by plumbing code, duct work, control units or thermostats and similar equipment.</i>	\$15.00 each \$30.00 each \$30.00 each \$12.00 \$ 2.50 each \$24.00
Permit Fees for Commercial, Industrial and Multi-Family Residential: <i>Use the total value of mechanical construction work to calculate the Mechanical permit fee.</i> \$1 - \$2,000 \$2,001 - \$25,000 \$25,001 - \$50,000 \$50,001 - \$100,000 \$100,001 and up	\$65.00 minimum \$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof \$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof \$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof \$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

CITY OF ASTORIA MECHANICAL PERMIT FEES

Fee Description	Fees
Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i>	\$65.00/hr (minimum charge \$65.00)
Inspections for Which No Fee is Specifically Indicated	\$65.00/hr (\$65.00 minimum)
Inspections Outside of Normal Business Hours	\$65.00/hr (\$65.00 minimum)
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i> <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permits <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i> <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr (minimum charge \$65.00)
Re-inspection Fee	\$65.00 each
Investigation Fee A <i>Low effort to determine compliance.</i>	\$97.50
Investigation Fee B <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i> <i>(12 percent as of October, 2010)</i>	Per State established fee

**CITY OF ASTORIA
PLUMBING PERMIT FEES**

Fee Description	Fees
Plan Check Fees	25% of plumbing permit fees when plan review is performed
Minimum Permit Fee	\$65.00
Commercial, Industrial and Multi-Family Residential Permits, and Alterations to Existing One and Two-Family Dwelling Systems*	\$175.00
* Fixtures include: water closet, lavatory, tub/shower, sink, bidet, laundry tubs, disposal, dishwasher, clothes washer, water heater, floor sink/drain, through drain, drinking fountain, hose bib, sump pump/ejector, urinal, roof drain/overflow, catch basin, interceptor/grease trap, dental units and receptors.	\$20.00 per fixture
One or Two-Family Dwelling, New Construction : *	
Fee includes first 100 feet of water, storm and sewer service	
One bathroom	\$213.00
Two bathrooms	\$282.00
Three bathrooms	\$351.00
Each additional bathroom above three & kitchen above one	\$69.00
Fixture	\$20.00 each
*Base fee includes: kitchen, hose bibs, icemakers, underfloor low point drains, and rain drain packages that include piping, gutters, downspouts, and perimeter systems.	
Additional Plan Review Fee For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.	\$65.00/hr (minimum charge \$65.00)
Expired Application Processing Fee Hourly rate charged for actual time spent processing and reviewing applications for which a permit is never issued. Credit is given for paid plan check fees.	\$65.00/hr (minimum charge \$65.00)
Water Heater Permit, One and Two-Family Residential Only Replacement of water heater of similar size and location that it is replacing. (Includes one inspection)	\$65.00
Inspections for Which No Fee is Specifically Indicated	\$65.00/ea
Inspections Outside of Normal Business Hours	\$65.00/hr (1.5 hr minimum)
Medical Gas System Calculate the total value of system equipment and installation costs, including but not limited to inlets, outlets, fixtures and appliances. Apply the value of work to the medical gas system permit fee table below.	
\$1 - \$2,000	\$65.00 minimum
\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$7.80 for each additional \$1,000 or fraction thereof
\$25,001 - \$50,000	\$244.40 for the first \$25,000 plus \$5.85 for each additional \$1,000 or fraction thereof
\$50,001 - \$100,000	\$390.65 for the first \$50,000 plus \$3.50 for each additional \$1,000 or fraction thereof
\$100,001 and up	\$565.65 for the first \$100,000 plus \$3.50 for each additional \$1,000 or fraction thereof

**CITY OF ASTORIA
PLUMBING PERMIT FEES**

Fee Description	Fees
Miscellaneous Permits: Reverse plumbing Solar units (potable water) Swimming pool piping to equipment	 \$61.00 \$65.00 \$65.00
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i> <i>Permits that have been expired longer than one year cannot be renewed. You must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permit <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i> <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
Re-inspection Fee	\$65.00/ea
Removal, Abandonment, or Cap Off of Fixtures as Listed Above	\$ per fixture
Sanitary Service: First 100 feet Each additional 100 feet or fraction thereof	 \$48.00 \$26.00
Storm Sewer Service: First 100 feet Each additional 100 feet or fraction thereof	 \$48.00 \$26.00
Water Service: First 100 feet Each additional 100 feet or fraction thereof	 \$48.00 \$26.00
Investigation Fee A <i>Low effort to determine compliance.</i>	\$97.50
Investigation Fee B <i>Medium effort to gain compliance. Stop Work Order posted. Applicant obtains required permit within 10 business days.</i>	\$130.00
Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i>	\$250.00 or hourly rate whichever is greater.
State Surcharge and Training Fees* <i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i> <i>(12 percent as of October, 2010)</i>	Per State established fee.

CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee										
<p>Building Permit Fees:</p> <p>The International Code Council Building Valuation Data Table, current as of April 1 each year, is used to calculate the project value and is based on the type of construction and proposed building use. Project value is then applied to the table below to determine the building permit fee.</p> <p>Use total value of construction work determined above to calculate the Building Permit Fee below:</p> <table> <tr> <td>\$1 - \$2,000</td><td>\$65.00 minimum fee</td></tr> <tr> <td>\$2,001 - \$25,000</td><td>\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof</td></tr> <tr> <td>\$25,001 - \$50,000</td><td>\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof</td></tr> <tr> <td>\$50,001 - \$100,000</td><td>\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof</td></tr> <tr> <td>\$100,001 and up</td><td>\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof</td></tr> </table> <p><i>*Definition of Valuation: The valuation to be used in computing the permit fee and plan check fee shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and other permanent work or equipment, and the contractor's profit as determined by the Building Official.</i></p>	\$1 - \$2,000	\$65.00 minimum fee	\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof	\$25,001 - \$50,000	\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof	\$50,001 - \$100,000	\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof	\$100,001 and up	\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof	
\$1 - \$2,000	\$65.00 minimum fee										
\$2,001 - \$25,000	\$65.00 for the first \$2,000 plus \$10.53 for each additional \$1,000 or fraction thereof										
\$25,001 - \$50,000	\$307.19 for the first \$25,000 plus \$7.90 for each additional \$1,000 or fraction thereof										
\$50,001 - \$100,000	\$504.69 for the first \$50,000 plus \$5.27 for each additional \$1,000 or fraction thereof										
\$100,001 and up	\$768.19 for the first \$100,000 plus \$4.39 for each additional \$1,000 or fraction thereof										
Building Plan Check Fee	65% of building permit fees										
<p>Manufactured Dwelling Permits:</p> <p>Installation permit <i>Fee includes: concrete slab, code compliant runners or foundations, electrical feeder, first 100 lineal feet of plumbing connections, all cross-over connections and Administrative fee.</i></p> <p><i>**Accessory structure fees will be assessed based on the value of construction determined under the Building Permit Fee section above.</i></p> <p><i>*Utility connections beyond 100 lineal feet will be assessed separate plumbing fees determined under the Plumbing Permit, Plan Check & Inspection Fee section of this Schedule.</i></p>	\$190.00* includes Administrative fee										
<p>Additional Plan Review Fee <i>For consultation, coordination and inquiries related to changes, additions or revisions after initial application submittal.</i></p>	\$65.00/hr One hour minimum										
<p>Alternative Materials and Methods <i>Hourly rate charged per person involved in review.</i></p>	\$65.00/hr										
Building Demolition Permit Fee	Apply Building Permit Fees (above) based on total project value. Minimum fee \$65.00/hr. One hour minimum.										

CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
Residential Fire Sprinklers <i>Fee includes inspections and plan review</i> <i>Fee determined by square footage of work covered.</i>	
0 to 2,000 sq ft	\$150.00
2,001 to 3600 sq ft	\$200.00
3,601 to 7,200 sq ft	\$300.00
>7,200 sq ft	\$400.00
Expired Application Processing Fee <i>Hourly rate charged for actual time spent processing and reviewing applications for permits that are never issued.</i> <i>Credit is given for paid plan check fees.</i>	\$65.00/hr
Fire/Life Safety (F/LS) Plan Check Fee	40% of building permit fees when F/LS plan review is required
Foundation Only Permit	Apply Building Permit fees (above) based on 20% of total project value + deferred fee
Inspections for Which No Fee is Specifically Indicated	\$65.00/hr One hour minimum
Inspections Outside of Normal Business Hours	\$65.00/hr One hour minimum
Permit Extension (first one free)	\$50.00
Permit Renewal (Expired Permit Reinstatement Fee) <i>Fee for renewal of a permit that has been expired for one year or less, provided no changes have been made in the original plans and specifications for the work. A permit may only be renewed once.</i> <i>Permits that have been expired longer than one year cannot be renewed, you must reapply for new permits.</i>	½ of total permit fees using permit rates at time of renewal
Investigation Fee – Expired Permits <i>Hourly rate charged for research, travel time and time spent on site ensuring fire and life safety requirements are satisfied.</i> <i>Fee is in addition to permit renewal fee.</i>	\$65.00/hr
Phased Permit Fee <i>Coordination fee charged in addition to normal plan review and permit fees; base fee includes required predevelopment meeting.</i> <i>Fee assessed on each phase of a project</i>	\$275.00 + 10% of the total building permit fee for each phase of work. Not to exceed \$1,500 for each phase
Re-inspection Fee	\$65.00/hr
Change of Occupancy Permit/No other work being done	\$65.00/hr
Commercial Deferred Submittal Fee	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150

CITY OF ASTORIA STRUCTURAL PERMIT FEES

Fee Description	Fee
Residential Deferred Submittal Fee	65% of the value of the building permit fee calculated & using the value of the deferred portion + \$150
<p>Solar Installation Permit</p> <p>Installations in compliance with section 305.4 of the Oregon Solar Installation Specialty Code</p> <p>All other installations <i>*Valuation includes structural elements of solar panels including racking, mounting elements, rails, and the cost of labor to install. Valuation does not include the cost of solar equipment, including collector panels and inverters.</i></p> <p><i>Separate electrical fees also apply.</i></p>	<p>\$99.00 includes one inspection</p> <p>Apply building permit fees (above)</p> <p>Additional Inspections \$65 each</p>
Temporary Certificate of Occupancy – Residential – first 30 day - free	\$65.00
Temporary Certificate of Occupancy – Commercial – first 30 day - free	\$100.00
Appeal to City Council	\$25.00
<p>School District Construction Excise Tax <i>(Authorized by ORS 320.170 thru ORS 320.189)</i></p> <p><i>Applies to construction within Astoria School District in the City of Astoria.</i></p>	The construction excise tax is assessed as a dollar rate per square foot of construction which is collected by the City of Astoria and forwarded to the school district assessing the tax for capital improvement project funding.
<p>Investigation Fee A <i>Low effort to deter-mine compliance.</i></p>	\$97.50
<p>Investigation Fee B <i>Medium effort to gain compliance. Stop Work order posted. Applicant obtains required permit within 10 business days</i></p>	\$130.00
<p>Investigation Fee C <i>High effort to gain compliance. Applicant failed to meet deadline or has had more than one documented violation in 12 months for starting work without permits.</i></p>	\$250.00 or hourly rate whichever is greater
<p>State Surcharge and Training Fees*</p> <p><i>*The amount of the State surcharge is established by the State of Oregon on building permit fees, electrical permit fees, mechanical permit fees, plumbing permit fees, manufactured home permit fees, grading fees, and the hourly fees charged under the Master Permit program. The surcharge is subject to change by the State and is collected by the City and passed through to the State.</i></p> <p><i>(12 percent as of October, 2010)</i></p>	Per State established fee.

**City Administration
Schedule B**

Astoria City Code	\$ 30.00
Budget Detail.....	\$ 20.00
Budget Document	\$ 20.00
City Council agendas and minutes subscription rate by mail	\$ 5.00/issue or \$ 60.00/year
By e-mail.....	No charge
(Effective 1/1/98 - no charge to press, government agencies, or one per Neighborhood Association)	
Copy of any code or publication purchased by the City for resale	\$ 0.50/page
Copy of any ordinance, resolution or report, already prepared and stock on hand, or photocopy	\$ 0.50/page
NSF (Non-Sufficient Fund) Check Fee.....	\$ 35.00
One-time, special event liquor license application.....	\$ 35.00
Parking Lot Fees	
13th Street Parking Lot.....	\$ 30.00/month
US Bank Parking Lot Spaces	\$ 30.00/month
Staff time for record search, review for exempt material and supervise citizens's record inspection	\$ 20.00 to \$ 50.00/hour
(hourly wage plus fringe benefits)	
Transportation Services Vehicle Fee.....	\$ 35.00/vehicle
Transportation Services Vehicle Driver Application	\$ 35.00
plus processing fee	\$ 15.00
Lien Search Fee.....	\$ 20.00/per search transaction
Liquor License Application – New Outlet.....	\$150.00
Change to current liquor license Application	\$100.00
“No Parking” Block Deposit	\$ 30.00

Parking Block Permit	
Per Day	\$ 5.00
Per Week	\$ 25.00
Per Month	\$ 40.00
Per Quarter	\$100.00
Per Half Year	\$180.00
Annually	\$330.00

Replacement Fees	
Parking Block	\$ 30.00

Annual Service Permit	
Per Quarter Per Vehicle	\$ 50.00

Project Permit	
Per Month Per Vehicle	\$ 40.00

Dumpster Permit	
Per Day	\$ 5.00
Per Week	\$ 25.00
Per Month	\$ 40.00
Per Quarter	\$100.00
Per Half Year	\$180.00
Annually	\$330.00

Annual License Fee for Lodging Establishments	\$ 25.00
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Attorney Review of Materials	\$190.00 per hour
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**Community Development Department
Schedule C**

Astoria Planning Commission, Historic Landmarks..... \$ 3.50/issue or
Commission, or Design Review Committee agendas \$ 42.00/year
and minutes subscription rate by mail
By e-mail..... No charge
(No charge to press, government agencies, or one per
Neighborhood Association).

Copy of Development Code \$ 35.00

Copy of Comprehensive Plan \$ 35.00

Copy of Land Use & Zoning Map (approximately 6 square feet)..... \$ 6.00

Copy of Land Use & Zoning Map (approximately 20 square feet)..... \$ 20.00

Postage and handling for mailing Development Code or
Comprehensive Plan, each \$ 10.00

Postage and handling for mailing 20 square foot Zoning map \$ 3.50

Copy of audio tapes, each \$ 20.00

Copy of CD's, each \$ 10.00

Permit Applications

Accessory Dwelling Unit Permit \$100.00

Amendment to Comprehensive Plan or Development Code..... \$750.00

Amendment to Existing Permit..... Same fee as
existing permit fee

Appeal..... \$500.00

Class B Home Occupation \$200.00

Conditional Use \$500.00

Conditional Use – Temporary Use Renewal \$250.00

Demolition or Moving (Historic) \$500.00

Design Review < \$25,000 Project Value	\$350.00
Design Review > \$25,000 Project Value	\$750.00
Exterior Alteration < \$25,000 Project Value	\$350.00
Exterior Alteration > \$25,000 Project Value	\$750.00
Historic Designation	\$100.00
Historic Designation Removal	\$100.00
Lot Line Adjustment without survey	\$ 50.00
Lot Line Adjustment with survey	\$100.00
LUCS	\$ 50.00
Major or Minor Partition (in addition to fees noted in Development Code 13.720)	\$300.00 + actual costs
Miscellaneous Review	\$200.00 Admin
.....	\$350.00 APC/HLC
New Construction (Historic)	\$350.00
Non-Conforming Use Review	\$350.00
Parking Exemption	\$200.00
Permit Extensions – Admin	\$100.00
Permit Extensions - Hearing	\$250.00
Planned Development	\$500.00 + actual costs
Pre-application Conference	\$150.00
Retail Street Vendor	\$100.00
Satellite Dish/Commercial	\$100.00
Sign Permits (not requiring building permit)	\$ 50.00
Subdivision (in addition to fees noted in Development Code 13.720)	\$500.00 + \$20 per lot + actual costs
Variance (Administrative or for Planning Commission)	\$300.00 Admin
.....	\$500.00 APC

Wind/Solar Array	\$250.00
Wireless Communication Facility Application	\$3,000.00 + actual cost
Wireless Communication Facility additional non-refundable fee for After-the-Fact Application.....	\$1,000.00
Violation	Doubled Fee
Zoning Verification Letter	\$ 50.00

Fire Department Schedule D

Any Fire Department record (including fire report/
investigation report..... \$ 10.00

Burn barrel permit fee, initial inspection by Department for
2 year permit \$ 50.00
Renewal of permit for additional 2 years thereafter \$ 35.00

Special burn permit fee-issues for no more than a one week period..... \$ 35.00

The Fire Department will offer fire safety inspection to all City
businesses free of charge once every other year. If inspection of a
business results in findings of fire hazards,
A second inspection to survey mitigation of hazard..... \$ 25.00
If a third inspection is necessary to check for hazards \$ 50.00

The City of Astoria will administer a cost-recovery program to
recover costs from those incidents that require services
from the Astoria Fire Department on its transportation route and in
areas where there is no other fire service protection.

Residents, business owners, and/or taxpayers of the City of Astoria
and its service-contract areas (Tongue Point Job Corps), and any
citizens of areas where the Astoria Fire Department has mutual aid
agreements will not be billed for services as described in this
program.

Rates for recovering costs shall be those established in accordance
with the Oregon State Fire Marshal's standardized costs schedule
as specified in ORS 478.310(2)(a), and as hereinafter amended.

Fees will be based on both direct (apparatus, personnel, and
miscellaneous supplies and services) and indirect (billing and
collection costs). No fees will be charged for the direct provision of
emergency medical treatment and supplies.

Charges to all parties will include a minimum 30-minute response
charge.

Astoria Public Library Schedule E

1. Overdue Materials

- (a) After due date, items are rented for 25 cents per day until the 60th day.
- (b) No late fee for children's books.
- (c) Item is considered lost after 60 days and a replacement fee is charged unless item is returned.

2. Subscribing Library Family Fee (persons who reside outside of Astoria city limits).

- (a) \$18.00 for three-month period.
- (b) \$33.00 for a six-month period.
- (c) \$60.00 for a 12-month period.
- (d) Non-resident owners of property within the City, and members of their households, are eligible to have free library borrowers cards by annually showing proof of having paid Astoria property taxes.

3. Print Pages – 20 cents per sheet.

4. Borrowers Card Replacement - \$6.00.

5. Damage Fees

- (a) Slight damage - \$3.00.
- (b) Extensive damage or loss - replacement cost plus \$3.00 processing fee, or bring duplicate item.

6. Flag Room Rental

- (a) Library Programs and Programs sponsored by the City of Astoria-room use is free.
- (b) Non-profit groups/organizations and private groups - \$20.00 per hour.
- (c) Business and Commercial Entities Meetings - \$35.00 per hour.
- (d) Refundable Required Deposit - \$15.00 per meeting.

**Parks and Recreation Department
Astoria Aquatic Center
Schedule F1**

Drop In

Youth	\$5.50
Adult	\$7.50
Family	\$18.00

Aquatic Center or Rec Center Monthly Pass

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior	\$50.00	\$40.00
Adult.....	\$60.00	\$50.00
Family	\$80.00	\$70.00
Bulk Purchase Rate (20 or more per transaction)	20% OFF	

Joint Aqua Center & Rec Center Monthly Pass

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Youth & Senior	N/A	N/A
Adult	\$80.00	\$70.00
Family	\$100.00	\$90.00
Bulk Purchase Rate (20 or more per transaction)	20% OFF	

Punch Pass Redemption

Youth	\$5.00
Adult	\$7.00
Family	\$18.00

**The sale of punch passes have been discontinued; however, previously sold passes are still honored at the listed redemption*

Swim Lessons

Group Lessons	\$50.00
Private Lessons	\$150.00

Monthly Locker Rentals

<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
\$15.00	\$5.00

Rentals/Misc.

Lane rental (per lane, per hr.).....	\$25.00
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**Includes admission for up to 5 individuals*

After hours rental (per hr., min. 4 hrs.)	\$175.00
Showers.....	\$3.00

	<u>Reg. Rate</u>	<u>Cont. ACH Rate</u>
Towel Rental.....	\$3.00	\$0.00

Birthday Party (lobby rental, 20 guests)	\$150.00
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Youth Swim Teams

Contingent upon youth swim team renting a minimum of 100 hours of lap-lane space for the purpose of practicing per fiscal year, and all participants purchasing a monthly or daily pass

Youth Swim Team Lane Rental (per lane, per hr.).....	\$1.00
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***Parks and Recreation Department
Astoria Maritime Memorial
Schedule F2***

Fee for one engraved memorial 4" x 12"

Standard Fee without customized graphic\$500.00

Name of person limited to 18 characters, including spaces

- Inscription is limited to 23 characters, including spaces
- Optional: small stock graphic illustration or second line of
Inscription limited to 23 characters, including spaces

Fee for Customized Graphic/Art Work\$150.00

- Includes customized graphic illustration/artwork (other than stock
artwork that has already been engraved on the Memorial Wall)

**Parks and Recreation Department
Oceanview Cemetery
Schedule F3**

Graves-Ground Only (w/perpetual care)	
Infant/Child plots.....	\$256
Block 68, Cremation only.....	\$471
All other blocks	\$1,414
 Interments	
Adult (opening and closing)	\$1,414
Cremation	\$707
Cremated remains (Saturdays).....	\$205
Adult, Saturdays	\$410
Late funerals (after 3:00 pm) add'l/hr	\$82
 Disinterment	
Adult	\$666
Child under 7	\$512
Cremated remains removed	\$205
 Liner and Installation	
Liner Storage Fee.....	\$410
Liner Purchase and Installation.....	\$1,211
 Monument/Marker Permits	
Monument Permit (Not over 62" in length).....	\$246
Marker Permit-Double (2 people)	\$205
Marker Permit-Single	\$164
Marker Permit-Veteran	\$82
Marker Permit-Baby grave cover	\$102
 Other Work	Cost +25%
Chapel Reservation	\$91/hr.

***Parks and Recreation Department
Astoria Recreation Division Rental Fees
Schedule F4***

FACILITY RENTALS	Non-Profit			Less than 25 (Private Use)			More than 25+ (Commercial/Event Use)		
	Per Hour	1/2 Day	Day	Per Hour	Per 1/2 Day	Per Day	Per Hour	Per 1/2 Day	Per Day
<u>Community Halls</u>									
Shively Hall	50% off on weekdays			\$39	\$109	\$159	\$69	\$209	\$299
Alderbrook Hall	50% off on weekdays			\$29	\$89	\$119	\$59	\$179	\$239
ARC Classroom	50% off on weekdays			\$29	\$89	\$149	\$69	\$199	\$319
ARC East Wing	50% off on weekdays			\$89	\$209	\$349	\$159	\$299	\$499
<u>Special Events/Park Rentals</u>	No Discount			\$45	\$180	\$360	\$65	\$260	\$520
<u>Fields & Courts</u>									
Tennis Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Basketball Courts	50% off on weekdays			\$19	\$59	\$99	\$39	\$119	\$199
Fields	\$12/hour/2 hour minimum								
<u>Concession Stand Rental</u>	\$75/day/site								

*Parks and Recreation Department
Astoria Column
Schedule F5*

Annual Parking Pass \$5.00

***Police Department
Schedule G***

Unless otherwise stated, Police Department hourly charges are billed in 30 minute increments. Deposit prior to copying may be required.

Arrest record, per name	\$ 6.00
Attorneys fees for consultation	\$150.00/hour
Certified (notarized) copy of police records \$5.00 for each page (single sheet or back-to-back)	\$ 6.00
Copy of audio recording minimum charge.....	\$ 35.00/hour
Copy of Communications Center log.....	\$ 6.00/page
Copy of photograph (4" x 5")	\$ 6.00
Copy of photograph (8" x 10")	\$ 12.00
Copy of police report	\$ 15.00
Copy of video recording minimum charge.....	\$ 35.00/hour
Fingerprints for individuals who retain cards	\$ 6.00/card
Fingerprints forwarded by police	\$ 17.00
Additional fingerprint cards	\$ 6.00/each
Impound vehicle release	\$100.00
Police Officer – special events minimum charge..... Additional charge made for equipment and vehicle	\$ 40.00/hour
Staff review of public records	\$ 35.00/hour
Vehicle identification number inspection	\$ 35.00

**Public Works Department
Schedule H**

Public Works Administration Fees

Custom Mapping.....	\$ 45.00/hr
Multiple Legal, Letter and Ledger size prints, each sheet	
BW	\$ 0.50
Color	\$ 1.00
Large format 18" x 24" up to 24" x 36" copies, each sheet	
BW	\$ 15.00
Color	\$ 25.00
Geologic Hazard Map (60" x 24" = 10 SF)	\$ 40.00
Electronic File (via electronic mail)	\$ 15.00
Electronic File (via digital media; CD, DVD or flash drive)	\$ 30.00

Property Use/Acquisition Fees

Property Use/Acquisition Application	\$ 75.00
Application for Property Purchase	
Application Fee	\$450.00
Appraisal, Advertising & Recording Fee.....	Actual Cost
Application for Vacation or Easement	
Application Fee	\$500.00
Advertising & Recording Fee	Actual Cost
Application for Lease or License to Occupy	
Application Fee	\$425.00
Recording Fee.....	Actual Cost

Development Review Fees

Land Use & Building Permit Review	Actual Cost
Infrastructure Plan Review and Construction Coordination	
Public Works Plan Review.....	1% of preliminary construction cost**
Public Works Construction Permit	2% of final construction cost**
Minimum	\$500

***Estimated preliminary and final construction costs shall be provided by an Oregon Registered Professional Engineer and shall include all improvements in the public right-of-way and/or publically maintained infrastructure improvements.*

Public Works Permit Fees

Application to Fell/Cut Tree(s)	
Firewood	\$ 20.00
Right-of-Way	\$ 60.00
City Property	\$250.00
Arborist Report (if required).....	Actual Cost

Grading and Erosion Control Permit

Ground disturbance of less than 1 acre	\$110.00
Ground disturbance of greater than 1 acre	\$275.00
Permit extension	\$ 30.00
Geotechnical/Geological Review.....	Actual Cost

Fees double for permit issued after work has started or been completed.

Utility Service Application

Application fee.....	\$ 60.00
Sanitary sewer, storm drainage & water connection fee	Per Resolution

Right-of-Way Permit Application..... \$100.00

Plus street cut fee (if applicable)

Up to 50 Square Feet \$100.00

Over 50 Square Feet \$3.00 per Sq.Ft.

Application for Sidewalk/Driveway repair only..... No Fee

Fees double for permits issued after work has started or been completed. The charge for sidewalk/ driveway repair after work has commenced is \$200.

Garden Permit

Application	\$ 40.00
Renewal per year	\$ 20.00

Watershed Road Access Fee \$250.00/yr

Traffic Control Device Rental Fee

<u>Description</u>	<u>Each Per Day</u>
Wooden Barricades (31½" X 31½")	\$ 3.50
Wooden Barricades w/ sign attached	\$ 5.00
Type III Barricade	\$ 5.00
18" Traffic Cones	\$ 1.00
Traffic Control Signs	\$ 15.00

Lost or damaged traffic control devices will be charged at the current list price for replacement.

Water & Sanitary Sewer Resolutions

Water and sanitary sewer fees are established in specific resolutions that are periodically updated and reissued. Water and sewer resolutions and fee information are available from the Public Works Department at (503) 338-5173.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: JUNE 6, 2018

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: AUTHORIZATION TO BID – 2018 PAVING PROJECT

DISCUSSION/ANALYSIS

The Public Works Department developed a list of the following streets to be included in the 2018 Paving Project. These locations were chosen using input from the City's pavement maintenance software, anticipated future project needs, stopgap maintenance obligations, field evaluation, and cost efficiency considerations.

Road Description	From	To
15 th Street	Duane Street	Franklin Avenue
14 th Street	Marine Drive	Commercial Street
11 th Street	Duane Street	Exchange Street
Franklin Avenue	10 th Street	12 th Street
West Bond Street	West Marine Drive	Hume Avenue
West Grand Avenue	Elsie Avenue	Lincoln Street
Denver Street	Florence Avenue	West Marine Drive
4 th Street	Niagara Avenue	Cul-de-sac
5 th Street	McClure Avenue	Nehalem Avenue
Irving Ave.	16 th Street	18 th Street
Cedar Street	47 th Street	51 st Street
Birch Street	51 st Street	53 rd Street
51 st Street	Cedar Street	Birch Street
53 rd Street	Birch Street	Ash Street

An exhibit map highlighting the areas noted above is attached to this memo.

The project will include asphalt pavement overlay, asphalt grinding, ADA ramp upgrades, road base reconstruction, curb repair, striping and other associated improvements. The construction estimate for this project is approximately \$600,000, including a 10% contingency. Funding for this project is available in the Astoria Road District Fund (Local Fuel Tax Fund).

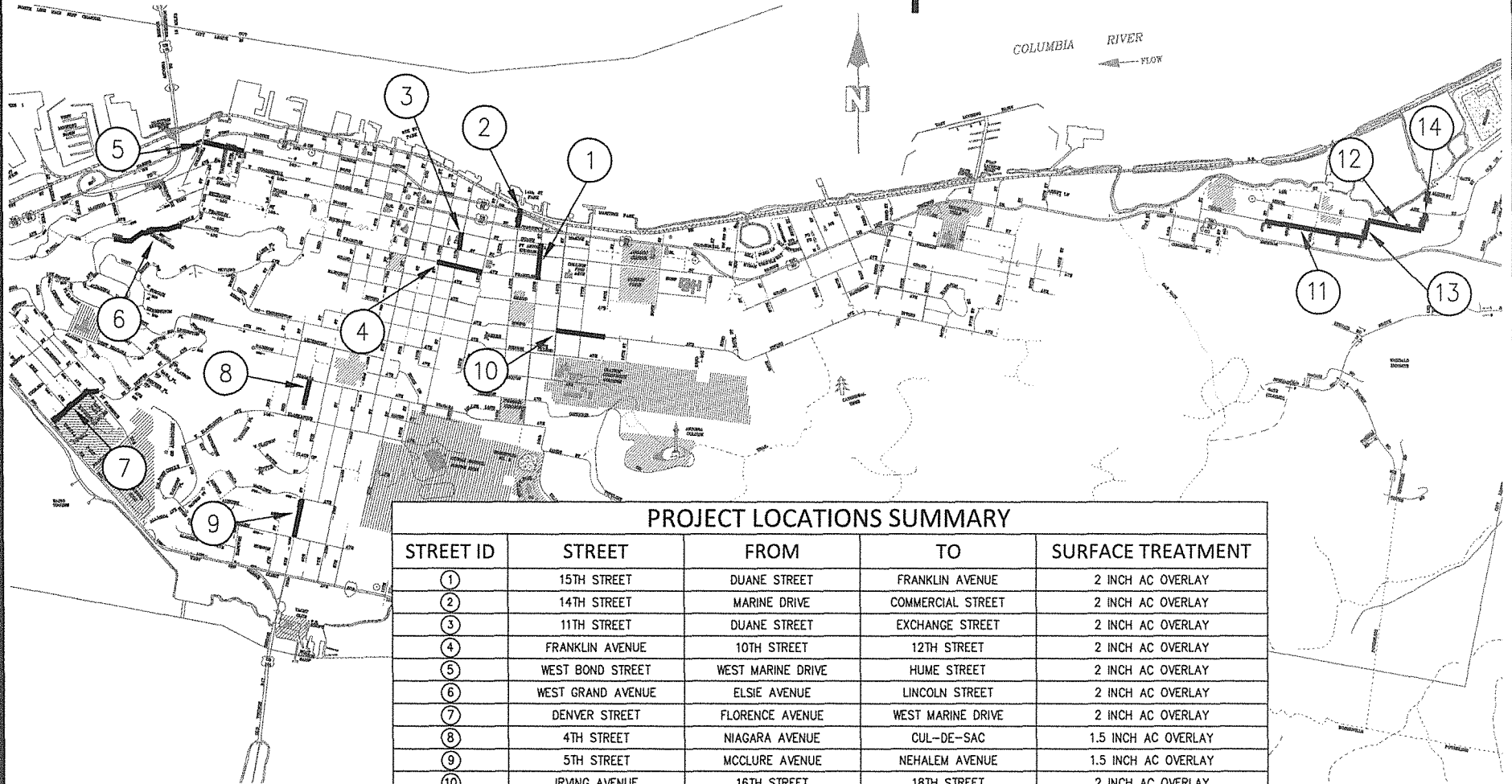
RECOMMENDATION

It is recommended that City Council authorize staff to solicit bids for the 2018 Paving Project.

By: Jeff Harrington
Jeff Harrington, Public Works Director

Prepared by: Nathan Crater
Nathan Crater, City Engineer

2018 Paving Project Exhibit Map



PROJECT LOCATIONS SUMMARY

STREET ID	STREET	FROM	TO	SURFACE TREATMENT
①	15TH STREET	DUANE STREET	FRANKLIN AVENUE	2 INCH AC OVERLAY
②	14TH STREET	MARINE DRIVE	COMMERCIAL STREET	2 INCH AC OVERLAY
③	11TH STREET	DUANE STREET	EXCHANGE STREET	2 INCH AC OVERLAY
④	FRANKLIN AVENUE	10TH STREET	12TH STREET	2 INCH AC OVERLAY
⑤	WEST BOND STREET	WEST MARINE DRIVE	HUME STREET	2 INCH AC OVERLAY
⑥	WEST GRAND AVENUE	ELSIE AVENUE	LINCOLN STREET	2 INCH AC OVERLAY
⑦	DENVER STREET	FLORENCE AVENUE	WEST MARINE DRIVE	2 INCH AC OVERLAY
⑧	4TH STREET	NIAGARA AVENUE	CUL-DE-SAC	1.5 INCH AC OVERLAY
⑨	5TH STREET	MCCLURE AVENUE	NEHALEM AVENUE	1.5 INCH AC OVERLAY
⑩	IRVING AVENUE	16TH STREET	18TH STREET	2 INCH AC OVERLAY
⑪	CEDAR STREET	47TH STREET	51ST STREET	2 INCH AC OVERLAY
⑫	BIRCH STREET	51ST STREET	53RD STREET	2 INCH AC OVERLAY
⑬	51ST STREET	CEDAR STREET	BIRCH STREET	2 INCH AC OVERLAY
⑭	53RD STREET	BIRCH STREET	ASH STREET	2 INCH AC OVERLAY



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • CITY MANAGER

DATE: JUNE 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA DEVELOPMENT COMMISSION (ADC) MEETING OF JUNE 18, 2018

REGULAR AGENDA ITEMS

Item 5(a): Contract Amendment #2 - Bond Street Retaining Wall Project

As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall that would allow the roadway to be restored to two- way traffic. The results of the study concluded that a wall could be built under the right conditions. Based on the results, the Public Works Department prepared an “order of magnitude” cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two way traffic, and include low cost traffic calming measures to mitigate potential speeding along a narrow street in a dense neighborhood of residential buildings.

The Astoria Development Commission (ADC) has completed a boundary expansion of the Astor West Urban Renewal District (AWURD), which the Bond Street right-of-way. The expansion was targeted to achieve reopening of Bond Street to two way traffic. The ADC is in a position to proceed with the Bond Street Retaining Wall Project.

In 2017, Staff initiated the design process and hired Cornforth Consultants to provide geotechnical and civil engineering design services for the project. The project was due to a very wet winter (2016/2017). The additional rainfall contributed to groundwater and inclinometer readings that were unfavorable and increased risk to the project. City staff decided to postpone the work until 2018 with the hope of improved conditions.

The inclinometer readings we now have available indicate that construction in late summer is feasible. Cornforth Consultants has prepared a proposal for services to complete final design modifications, bidding and construction assistance, and inclinometer monitoring during and immediately after construction. The estimated not-to-exceed fee for these services is \$46,500

In addition to services from Cornforth Consulting, City staff will need assistance during construction to mitigate for the presence of historic trolley tracks within the project area. Historical Research Associates, Inc. has provided a not-to-exceed estimate of \$5,218 has been provided for this work. The following table summarizes the professional services for this project to date, and those proposed for consideration in this memo.

#	Description	Cost	Contract
1	Cornforth Consultants Design Services Contract	\$74,950	Executed
2	Cornforth Consultants Amendment #1 (inclinometer installation)	\$38,950	Executed
3	<i>Cornforth Consultants Amendment #2</i>	<i>\$46,500</i>	<i>For Consideration</i>
4	<i>Historical Research Associates, Inc. Contract</i>	<i>\$5,218</i>	<i>For Consideration</i>
	Total =	\$165,618	

It is recommended that the Astoria Development Commission execute Contract Amendment #2 with Cornforth Consultants for a total not-to-exceed amount of \$46,500. It is also recommended that the Astoria Development Commission execute a personal services contract for \$5,218 with Historical Research Associates.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: JUNE 6, 2018
TO: ASTORIA DEVELOPMENT COMMISSION
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: CONTRACT AMENDMENT #2 - BOND STREET RETAINING WALL PROJECT

DISCUSSION/ANALYSIS

As a result of a landslide in 2007, Bond Street has been closed to two way traffic. Only one westbound lane of traffic is allowed limiting east west traffic to Marine Drive. The Public Works Department commissioned a geotechnical analysis completed in August 2015 to study the feasibility of adding a retaining wall that would allow the roadway to be restored to two- way traffic. The results of the study concluded that a wall could be built under the right conditions. Based on the results, the Public Works Department prepared an "order of magnitude" cost estimate of \$395,000 to construct a retaining wall, repair Bond Street for two way traffic, and include low cost traffic calming measures to mitigate potential speeding along a narrow street in a dense neighborhood of residential buildings.

The Astoria Development Commission (ADC) has completed a boundary expansion of the Astor West Urban Renewal District (AWURD). The expansion included an area from Columbia Avenue to the City owned slide area, adding roughly 4 acres to the district. This included the Bond Street right-of-way. The expansion was targeted to achieve the reopening of Bond Street to two way traffic and potentially revitalize residential properties. With the recent expansion completed, the ADC is in a position to proceed with the Bond Street Retaining Wall Project.

In 2017, Staff initiated the design process and hired Cornforth Consultants to provide geotechnical and civil engineering design services for the project. The project documents were advanced to final design, but put on hold due to a very wet winter (2016/2017). The additional rainfall contributed to groundwater and inclinometer readings that were unfavorable and increased risk to the project. City staff decided to postpone the work until 2018 with the hope of improved conditions.

Since construction was put on hold, Public Works staff and Cornforth Consulting have been monitoring the slide activity with groundwater depth measurements, inclinometer readings, and visual inspection. We recently completed an effort to install new inclinometers to allow consistent and uninterrupted monitoring of the slide movement. Several existing inclinometers were becoming unusable due to prior movement. The information we have available indicates that construction in late summer is feasible. In order to prepare the project for construction, Cornforth Consultants has prepared a proposal for services necessary to complete final design modifications for the retaining wall, bidding and construction assistance, and inclinometer monitoring during and immediately after construction. The estimated not-to-exceed fee for

these services is \$46,500. The contract amendment and detailed proposal are attached to this memo.

In addition to services from Cornforth Consulting, City staff will need assistance during construction to mitigate for the presence of historic trolley tracks within the project area. Historical Research Associates, Inc. has provided these services to the City in the past and is available to assist with this project. They plan to provide construction monitoring, a letter report and site form to comply with the State Historic Preservation Office requirements. A not-to-exceed estimate of \$5,218 has been provided for this work. A personal services contract, detailed scope of work and fee are attached to this memo.

The following table summarizes the professional services for this project to date, and those proposed for consideration in this memo.

#	Description	Cost	Contract
1	Cornforth Consultants Design Services Contract	\$74,950	Executed
2	Cornforth Consultants Amendment #1 (inclinometer installation)	\$38,950	Executed
3	<i>Cornforth Consultants Amendment #2</i>	<i>\$46,500</i>	<i>For Consideration</i>
4	<i>Historical Research Associates, Inc. Contract</i>	<i>\$5,218</i>	<i>For Consideration</i>
	Total =	\$165,618	

RECOMMENDATION

It is recommended that the Astoria Development Commission execute Contract Amendment #2 with Cornforth Consultants for a total not-to-exceed amount of \$46,500 for geotechnical and civil engineering services for final design, bidding and construction assistance, and inclinometer monitoring associated with the Bond Street Retaining Wall Project. It is also recommended that the Astoria Development Commission execute a personal services contract for \$5,218 with Historical Research Associates, Inc. for archeological services associated with the historic trolley tracks that may be impacted by this project. As there are two contracts, two separate motions will be needed.

By: 
Jeff Harrington, Public Works Director

Prepared by: 
Nathan Crater, City Engineer



**CONTRACT AMENDMENT #2
BETWEEN
THE ASTORIA DEVELOPMENT COMMISSION AND CORNFORTH
CONSULTANTS
FOR
BOND STREET RETAINING WALL PROJECT**

The AGREEMENT dated February 6, 2017, by and between THE ASTORIA DEVELOPMENT COMMISSION, hereinafter called "THE ADC" and Cornforth Consultants, hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT for final design modification, bidding and construction assistance, and slope inclinometer readings, see attached scope and fee in Attachment A.

Amend Compensation of the AGREEMENT to increase contract amount by \$46,500.

IN WITNESS WHEREOF, THE AD AND CONSULTANT have executed this AMENDMENT as of _____, 2018.

THE ASTORIA DEVELOPMENT COMMISSION

CONSULTANT:
Cornforth Consultants

BY: _____
Brett Estes Date
ADC Manager

BY: _____
Consultant Date

BY: _____
Arline LaMear Date
ADC Chair

Attachments: A

ATTACHMENT A



10250 S.W. Greenburg Road, Suite 111
Portland, Oregon 97223
Phone 503-452-1100 Fax 503-452-1528

May 23, 2018

2572

City of Astoria
1095 Duane Street
Astoria, OR 97103
Attn: Nathan Crater, P.E., City Engineer

**Proposal for Geotechnical Services
Bond Street Retaining Wall
Astoria, Oregon**

Dear Mr. Crater:

In accordance with your request, this proposal presents a scope of work and cost estimate to provide geotechnical services for a proposed retaining wall along Bond Street near Hume Avenue.

Background

A landslide occurred upslope of Bond Street in 2007. The landslide deposited debris on the eastbound lane of Bond Street just east of Hume Avenue. To prevent further destabilizing the landslide, the debris fan was left in place and Bond Street was converted to a one-way street utilizing the westbound lane. Large concrete blocks were stacked at the base of the debris fan to retain the toe, constricting the roadway to one lane.

In August 2015, Cornforth Consultants' Landslide Technology division designed a retaining wall for the site. The retaining wall was designed to reestablish the roadway for two-way traffic and to improve the stability of the debris fan toe by improving drainage. Preliminary construction drawings were prepared for an MSE wall that could reuse existing concrete blocks as the facing for the wall. Subsequent landslide instrumentation measurements indicated that a wall utilizing rock-filled wire baskets would likely perform better over the long-term than a wall with a facing consisting of large concrete blocks.

The previously-authorized budget for the project has approximately \$5,000 remaining that had been reserved for bid period assistance.

Scope of Work

We propose to modify the existing construction drawings to substitute a rock-filled wire basket facing system for the currently specified concrete block facing. We would also assist the City during the bid period, provide construction observation, and monitor landslide instrumentation. Individual tasks included the proposed scope of work are outlined in the following sections.

Task 1 - Modify Construction Drawings. This task would include effort required to modify the existing construction documents to replace the currently specified concrete block facing with a more deformation tolerant wire basket facing. Geotechnical plan sheets and special provisions to the Standard Specifications would be provided to the City in pdf and Microsoft Word format, respectively.

Task 2 - Additional Civil Engineering. We would retain Otak's Seaside, Oregon office to assist with the civil design of the project. Otak would prepare a list of bid items and special provisions for civil items in the project. Otak would also provide bid period assistance, review contractor submittals, and provide construction observation services as requested by the City. We have assumed that a small coordination effort would be required to incorporate Otak's work products into the overall project documents.

Task 3 - Instrumentation Readings During Construction. We propose to read the slope inclinometers upslope of the work area four times during the construction of the retaining wall. The schedule for readings would be coordinated with the full-time City inspector to coincide with excavations completed for the wall. Plots of deflection versus depth and displacement versus time would be prepared for the City's records. For costing purposes, we have assumed that two visits would be required solely to read instruments. Two additional readings would be coordinated with site visits to observe construction of the retaining wall (see Task 4).

Task 4 - Bid Assistance and Construction Observation. We propose to review and provide comments on contractor submittals in advance of construction. At this time, we anticipate submittals would primarily consist of retaining wall and backfill material information. Due to the presence of the landslide, we will ask the contractor to prepare a narrative describing how excavation and backfill will be performed in a staged manner. In our opinion, this is important to ensure the contractor has the proper equipment and project understanding to complete the work without creating undue risk of upslope movements.

We would also provide part-time construction observation services at key points during retaining wall construction to confirm that work is being completed in accordance with the design intent. We would rely on City inspectors to perform day-to-day inspection and to keep us informed of the progress via e-mail or telephone. We propose to coordinate regularly with them regarding what work is being performed and how it is being completed. This will enable us to time our site visits more efficiently. We intend to use the site visits as an opportunity to show the City's full-time inspector what is expected for wall construction activities. Daily field reports with annotated photographs and a summary of our observations would be prepared for the City's records. Site visits would be coordinated with the full-time City inspector. We anticipate that site visits would be beneficial during initial excavation, wall drain construction, and wall backfilling operations. We have budgeted to complete four site visits during the wall construction period.

Task 5 - Post-Construction Instrumentation Readings. We propose to collect readings on landslide instrumentation four times to document landslide movement with time. The first

readings would be collected at the end of May 2018, and subsequent readings would be collected on a quarterly basis.

Task 6 - Project Management/Meetings. Project management tasks would include contract management with the City and subconsultants as well as coordination of project staffing.

Cost Estimate


Our estimated fee to complete the scope of work outlined above is a Not-to-Exceed total of \$46,500. This amount would not be exceeded without prior authorization from the City. A breakdown of costs by task is provided in the table below.

Table 1 – Cost Breakdown	
Modify Construction Drawings	\$5,500
Additional Civil Engineering Services	\$5,000
Read Instruments During Construction (4 times)	\$8,000
Bid Assistance & Construction Observation	\$10,000
Quarterly Instrument Readings (4 times)	\$16,000
Project Management & Meetings	\$2,000
Total	\$46,500

We appreciate this opportunity to be of service and trust that this submittal is sufficient for your current requirements. If there are any questions, please call me at 503-452-1100.

Sincerely,

CORNFORTH CONSULTANTS, INC.

By 

Gerry Heslin, P.E.
Vice President

<p style="text-align: center;">ASTORIA DEVELOPMENT COMMISSION CONTRACT FOR PROFESSIONAL SERVICES</p>

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2018, by and between the Astoria Development Commission, hereinafter called "ADC", and Historical Research Associates, Inc., hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

W I T N E S S E T H

WHEREAS, the ADC requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as ADC does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services for construction document preparation for the Bond Street Retaining Wall Project as defined in Exhibit A.

B. Consultant's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

A. The ADC agrees to pay CONSULTANT a total not to exceed \$5,218 for performance of those services provided herein;

B. The CONSULTANT will submit monthly billings for payment.

C. ADC certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the ADC the CONSULTANT'S employer identification number, as designated by the Internal Revenue Service, or CONSULTANT'S Social Security Number, as ADC deems applicable.

4. ADC'S REPRESENTATIVE

For purposes hereof, the ADC'S authorized representative will be Nathan Crater, City Engineer – Public Works Engineering, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173, ncrater@astoria.or.us.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Emily Ragsdale. Address: 1825 SE 7th Avenue, Portland, OR 97214. Phone: 503-247-1319. Email: eragsdale@hrassoc.com.

6. ADC'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the ADC shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the ADC shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONTRACTOR

A. CONSULTANT'S services shall be provided under the general supervision of ADC's project director or his designee, but CONSULTANT shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent contractor and not an employee of the City of Astoria (City), shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, ADC shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from ADC or third party) as result of said finding and to the full extent of any payments that ADC is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the

CONSULTANT, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

ADC may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if ADC breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for ADC.

9. ACCESS TO RECORDS

ADC shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither ADC nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

The failure of the ADC to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

12. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

13. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the ADC, City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT ADC and City of Astoria any obligation to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability, CONSULTANT agrees to indemnify and hold harmless the ADC and City of Astoria, its Officers and Employees from any and all liability, settlements, loss, reasonable defense costs, attorney fees and expenses arising out of CONSULTANT'S negligent acts, errors or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the Client, this indemnification agreement applies only to the extent of negligence of CONSULTANT.

With respect to Commercial Liability and Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following 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:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This

coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. WORKMEN'S COMPENSATION

The Contractor, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as due, to all persons supplying contractor labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from contractor or any subcontractor incurred in the performance of the contract.

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

Contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

19. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

20. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

21. OVERTIME

Consultant's employees shall be paid for overtime work performed under this contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 U.S.C. Sections 201 to 209).

22. USE OF DRAWINGS AND OTHER DOCUMENTS

The ADC shall own all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by ADC.

CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of ADC.

23. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

24. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the ADC and CONSULTANT and has no third party beneficiaries.

25. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

26. NON-DISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

27. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between ADC and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

Approved as to form:

Attorney

ASTORIA DEVELOPMENT COMMISSION

BY: _____
ADC Chair Date

BY: _____
ADC Manager Date

[CONSULTANT]

BY: _____
Consultant Date

EXHIBIT A



HISTORICAL
RESEARCH
ASSOCIATES, INC.

Scope of Work: City of Astoria Historic Trolley Track Documentation

Historical Research Associates, Inc. (HRA) is pleased to present this scope of work to the City of Astoria (City) for documentation of historic trolley tracks identified on Bond Street. The City has plans to build/extend a retaining wall on Bond Street east of Hume Avenue. Through a combination of potholing and metal detecting, the City has determined that historic trolley tracks are present below the modern pavement in at least a portion of the project area. These tracks have been previously recorded in other parts of the city as an archaeological site. In order to assist the City in compliance with State law, HRA will monitor construction activities related to the tracks and provide a letter report and updated archaeological site form to the State Historic Preservation Office (SHPO). Communication with the SHPO has indicated this is an acceptable strategy for dealing with the archaeological resource.

Task 1: Construction Monitoring

An HRA archaeologist will monitor the exposure and removal of the trolley tracks during construction, as well as document their character and extent. The archaeologist will take appropriate photographs and measurements and will map the tracks, their surrounding surface, and the project disturbances. The locations of the tracks and project will be recorded using GPS technology.

Task 2: Letter Report and Site Form

HRA will provide a brief letter report that summarizes previously-conducted background research/investigations and details the results of the construction monitoring and recordation and removal of the trolley tracks. The report will include appropriate photographs, measurements, and maps. It will make recommendations as the project's affect to the resource. HRA will also update the archaeological site form using the SHPO's online portal and provide an updated archaeological site form with the letter report.

HRA will submit the draft report to the City for review and comment. Upon receipt of any comments on the draft report and forms, HRA will finalize the documentation into a final report for SHPO submittal. The report will include the SHPO coversheet, all maps, forms, and other appropriate attachments. HRA will also conduct appropriate communication with the SHPO to facilitate review of the project.

Deliverables

HRA will submit an electronic version (.pdf) of the draft letter report to the City for review. Upon receipt of comments, HRA will submit one hard copy of the final letter report, an electronic version of the final report, and GIS shapefiles to the SHPO.

Schedule

HRA needs at least 48 hour notice (1 week preferred) prior to construction to arrange for the monitor. The draft letter report will be submitted within 4 weeks of the completion of monitoring. The final letter report and deliverables will be submitted to the SHPO within 1 week of comments on the draft report.

Cost and Assumptions

HRA's cost for the completion of the above tasks is no more than \$5,218.00, to be billed on a time and materials basis. A detailed breakdown of costs is provided in Attachment A. HRA's cost proposal is made with the following assumptions in mind:

- HRA will monitor construction for up to two 10-hour days (including travel from/to Portland). Should only one day of monitoring be necessary, all of the allotted hours and certain direct expenses (such as lodging) will not be applicable.
- No additional archaeological features or materials beyond the trolley tracks will be identified or recorded during the monitoring. Should features (such as a historic trash dump) be uncovered, the construction will be required to stop and additional scoping will be necessary.

Deviations from these assumptions may result in the need for a scope and cost amendment.

HISTORICAL RESEARCH ASSOCIATES, INC
Attachment A: Cost Estimate
Astoria Trolley Track Documentation

Labor Category	Rate	Project Administration		Task 1 Construction Monitoring		Task 2 Letter Report and Site Form		PROJECT TOTAL	
		Hours	Total	Hours	Total	Hours	Total	Hours	Total
Senior Archaeologist - E Ragsdale	\$105.00	2	\$210	2	\$210	6	\$630	10	\$1,050
Project Archaeologist - S Davis	\$94.00			20	\$1,880	10	\$940	30	\$2,820
GIS Coordinator - G Frazier	\$96.00					3	\$288	3	\$288
Admin Asst/Production Specialist - J Frank	\$64.00			1	\$64	2	\$128	3	\$192
Editor/Production Assistant - D Vogel	\$83.00					1	\$83	1	\$83
Office Mgr/Admin Asst - M Watson	\$52.00	1	\$52					1	\$52
Project Administrator - B Curtis	\$88.00	1	\$88					1	\$88
Information System Specialist - D Muir	\$118.00	1	\$118					1	\$118
Labor Subtotal		5	\$468	23	\$2,154	22	\$2,069	50	\$4,691
Reimbursable Expense	Rate								
		Units	Total	Units	Total	Units	Total	Units	Total
Travel									
Per Diem*	\$69.00			2	\$138			2	\$138
Lodging	\$110.00			1	\$110			1	\$110
Vehicle (4 wheel dr)	\$40.00			2	\$80			2	\$80
Vehicle Mileage	\$0.545			196	\$107			196	\$107
Shipping / Postage	\$15.00					1	\$15	1	\$15
Tablet / Day	\$20.00			2	\$40			2	\$40
CD Rom Data/CD	\$5.00					1	\$5	1	\$5
Color Prints	\$0.20					10	\$2	10	\$2
Report Production	\$0.15					20	\$3	20	\$3
Photocopy (in-house)	\$0.10			25	\$3			25	\$3
Administrative Fee	5%				\$24		\$1		\$25
Direct Subtotal					\$501		\$26		\$527
TASK TOTAL			\$468		\$2,655		\$2,095		\$5,218

Direct Costs are estimates.

*Per diem will be paid according to IRS regulations.

Project Total

\$5,218

Submitted on

June 5, 2018

Fiscal review:

Bonnie M. Curtis

Bonnie Curtis

Submitted by:

Emily K. Ragsdale

Emily Ragsdale