



AGENDA

ASTORIA CITY COUNCIL

MONDAY, AUGUST 7, 2017
7:00 PM
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATION

- a) Recognize the 227 Birthday of the United States Coast Guard

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) Astoria City Council Meeting Minutes, June 19 and July 10, 2017
b) Astoria City Council Work Session Minutes, June 27, 2017
c) Library Board Minutes
d) Dark Fiber Purchase Agreement (Police)

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) Implementing Parks and Recreation Department Funding Scenarios Ordinance Amending Code Section 8.045.2 Increasing Transient Tax (Parks)
b) 911 Operations Supervisor Position (Police)
c) Liquor License Application from Janet Sheridan, doing business as Paint with a Pint, located at 1139 Commercial Street, Astoria for a New Outlet for a Limited On-Premises Sales License (Finance)
d) Resolution in Opposition to Proposed Oil Train Terminals in the Lower Columbia River (City Council)

8. 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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August 1, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF AUGUST 7, 2017

PROCLAMATION

Item 3(a): Recognize the 227 Birthday of the United States Coast Guard

CONSENT CALENDAR

Item 6(a): Astoria City Council Minutes for June 19, 2017 and July 10, 2017

The minutes of the City Council meetings of June 19, 2017 and July 10, 2017 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Astoria City Council Work Session Minutes for June 27, 2017

The minutes of the City Council Work Session meetings of June 27, 2017 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(c): Board Minutes: Library Board, June 27, 2017

The minutes of the Library Board Meeting on June 27, 2017 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(d): Dark Fiber Purchase Agreement (Police)

With the current agreement between Verizon and the City regarding the replacement of our communications infrastructure on Coxcomb Hill and with the new Reservoir Ridge installation, it was necessary to extend the fiber to this new Reservoir Ridge location in order to make it operational.

The City uses Astound Broadband (formerly CoastCom) for fiber connectivity between our facilities. This agreement includes the purchase and activation of fiber optic line to the tower. In the agreement with Verizon for construction of the new Reservoir Ridge Tower, some fiber optic expenses were to be paid by Verizon. It was later determined that additional and/or different alignments were necessary. This agreement captures this additional service.

The costs of extending the fiber are being shared between Verizon, Astoria 9-1-1 and Public Works. The funds necessary to complete this purchase are available from the Emergency Communications Fund and the Public Works Improvement Fund.

It is recommended that Council approve the Agreement for the purchase of dark fiber strands.

REGULAR CALENDAR

Item 7(a): Implementing Parks and Recreation Department Funding Scenarios Ordinance Amending Code Section 8.045.2 Increasing Transient Tax (Parks)

At the July 17, 2017 City Council meeting, Council provided direction to increase the Transient Lodging Tax rate from 9% to 11%, a 2% increase, and held the first reading of the ordinance. City Council also directed staff to implement a voluntary Parks and Recreation Fee program through the City's water bill in hopes of enhancing service levels.

It is recommended that City Council conduct the second reading of the ordinance, and consider adoption to increase the Transient Lodging Tax from 9% to 11% to sustain parks and recreation services.

Item 7(b): 911 Operations Supervisor Position (Police)

To increase the capacity of the communications center to a level which will allow it to continue operating at a high level, staff has budgeted for and recommends creating an operations supervisor. The position will be focused on the coordination of day to day operations allowing the ECM to take a more focused role on the technology, budget, and subscriber relationships. Funding for this position is included in the Fiscal Year 2017-18 Budget. This change in budget and structure was also approved by the subscriber board.

Staff recommends creating the position of Operations Supervisor, and for purposes of initiating the hiring process, establishing the salary as noted in the memorandum.

Item 7(c): Liquor License Application from Janet Sheridan, doing business as Paint with a Pint, located at 1139 Commercial Street, Astoria for a New Outlet for a Limited On-Premises Sales License (Finance)

A liquor license application has been filed by Janet Sheridan for Paint with a Pint. This application is a New Outlet for a Limited On-Premises Sales License. The appropriate Departments have reviewed the application and it is recommended that Council consider approval of the application.

Item 7(d): Resolution in Opposition to Proposed Oil Train Terminals in the Lower Columbia River (City Council)

At the July 3, 2017 City Council meeting individuals spoke to the Council requesting consideration of a resolution opposing oil train terminals in the Lower Columbia River. Council provided direction to consider this at the August 7th meeting. A copy of the requested resolution has been provided and is attached for Council consideration.



CITY OF ASTORIA

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PROCLAMATION

WHEREAS, On August 4, 1790 the Coast Guard was created by Alexander Hamilton and the leadership from our newly formed United States congress; and

WHEREAS, Astoria is home to more than 1,000 members of team Coast Guard, including active duty, reserve, civilian, auxiliary and families; and

WHEREAS, Local Coast Guard units include Sector Columbia River, Coast Guard Cutters Alert and Steadfast, Coast Guard Cutter Fir, a 225-foot sea-going buoy tender, Aids to Navigation Team Astoria, Station Cape Disappointment and the National Motor Lifeboat School; and

WHEREAS, Sector Columbia River executes the full range of Coast Guard missions in a uniquely challenging and complex maritime environment from the Command Center overlooking the Columbia River Bar and "Graveyard of the Pacific"; and

WHEREAS, the Sector ensures Maritime Safety, Security and Environmental Protection from the Pacific Ocean to coastal Oregon and southern Washington and associated ports, and throughout the Columbia, Snake and Willamette River systems to Idaho; and

WHEREAS, the Sector's many missions include Search and Rescue; Marine Inspection; Waterways Management; Ports, Waterways and Coastal Security; Law Enforcement; Marine Environmental Protection and Response; Aids to Navigation; Boating and Commercial Fishing Vessel Safety; and Living Marine Resources; and

WHEREAS, Sector Columbia River executes these missions along 420 miles of coast, 465 miles of inland rivers and 33 ports with a workforce of 500 Active Duty, 105 Reserve, 29 Civilian and 890 volunteer Auxiliary personnel.

WHEREAS, the Coast Guard is an active presence in the local, regional, national and global community, and today we recognize their service; and

NOW THEREFORE, BE IT RESOLVED that The City of Astoria recognizes August 4, the 227 Birthday of the United States Coast Guard.

IN WITNESS WHEREOF, I hereby set my hand and cause to be affixed the seal of the City of Astoria on this the 7th Day of August, 2017.



Mayor

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

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

Councilors Excused: None

Staff Present: City Manager Estes, Community Development Director Cronin, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Deputy Police Chief Halverson, Deputy Police Chief Halverson, Public Works Director Cook, 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 Nemlowill** reported all three of the schools experienced threats that resulted in lock downs. She has three children in school and found the situation difficult. The Police Department used to have a school resource officer and she believed the position should be filled again. She recommended revenue from the local marijuana tax be used to fund the position. There are people who believe the money should be used to fund the Parks Department, but she believed the money should go towards a school resource officer at least part time. She wanted someone focused on school safety, preparation for threats, and disaster preparedness. Additionally, she did not believe the schools were completely prepared for a natural disaster.

Item 3(b): **Councilor Brownson** reported that City Council participated in a leadership class at the high school and it was a great opportunity to engage with the youth.

Item 3(c): **Councilor Price** said she hoped the marijuana tax provided enough revenue to provide at least one more officer for the Police Department. She reported that almost daily over the last month, she had received information from people being harassed by transients on the Riverwalk and downtown. This is a difficult problem and it is being discussed at the Astoria Downtown Historic District Association (ADHDA) meetings every month. She knew that the Police Department was doing everything it could and asked the community to do the same. She suggested people report anything that happens to the Police by calling their non-emergency number. She frequently volunteered at the Warming Center during its first year and got to know the local homeless population. The people causing problems are travelers and transients who are not treating residents and visitors with respect. She also recommended that businesses join the property watch program that the Police Department recently started. Everyone has to be part of this effort because the Police Department has a lot of work to do.

Item 3(d): **Councilor Jones** thanked the Police Department and school administrators for their excellent responses to the incidents that occurred.

Item 3(e): **Mayor LaMear** reported that she attended the Ships up the River event held when Naval ships head up the river for Fleet Week. Sailors from the USS Bunker Hill attended the Elks Lodge, where the Maddox dancers and the princesses performed. City Council attended the high school's panel discussion in a leadership class. It was fun to hear what questions the students had. She also attended the Astoria Music Festival and the Scandinavian Festival.

CHANGES TO AGENDA

There were none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes May 30, 2017
- 5(b) Arts and Cultural Program Grant Approval – Promote Astoria (Finance)

- 5(c) Community Organization Grants Approvals for Distribution (Finance)
- 5(d) Promote Astoria Funds Agreement for Professional Services with Astoria-Warrenton Chamber
- 5(e) Promote Astoria Funds Agreement for Professional Services with Astoria Downtown Historic District Association (ADHDA) (Finance)
- 5(f) Agreement for Professional Services with Clatsop Economic Development Resources (CEDR)**
- 5(g) ABC Transcription Services, Inc., Contract Renewal (Finance)
- 5(h) CSO Program Modeling Support Contract for Professional Services Renewal (Public Works)
- 5(i) Fuel System Replacement Project Final Pay Adjustment (Public Works)

City Manager Estes stated that Pamela Mattson-MacDonald had requested Item 5(f) to be removed for further discussion.

City Council Action: Motion made by Councilor Price, seconded by Councilor Brownson, to approve Items 5(a), (b), (c), (d), (e), (g), (h), and (i) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 5(f): Agreement for Professional Services with Clatsop Economic Development Resources (CEDR)

Pamela Mattson-MacDonald, 1561 Exchange, Astoria, stated that a building at the corner of 16th and Marine Drive had been abandoned for more than a year and young adults now hang out there. She has called 911 a couple of times. She said Donna and Tracy Black had been advised by CEDR to invest their life savings in the building, but they walked away when their project failed. This does not reflect well on CEDR as a reliable advisor. She did not believe CEDR knew very much about the restaurant business. Citizens and CEDR say Astoria needs more breweries and distilleries, but she believed there were enough considering the size of the city. Tesla is looking for parts manufacturers in areas outside of California. The solar industry is booming everywhere because roof systems do not require land space. Companies are expanding to export worldwide from Astoria's port. She asked that Council creatively problem solve the City's economic sustainability and consider CEDR's mistakes carefully.

Kevin Leahy, 3560 Irving Avenue, Astoria, Executive Director of CEDR and Clatsop Community College Small Business Development Center (SBDC), stated the Black's were clients of the SBDC. It is up to each business owner to make decisions about how to run their businesses. CEDR and SBDC provide confidential and no-cost advice, but they do not tell a business what to do. SBDC served 145 clients over the last year that were in various stages of business development, from pre-venture to closing. It is unfortunate that the Black's closed their business, but the decision was theirs.

City Council Action: Motion made by Councilor Price, seconded by Councilor Jones, to approve Item 5(f) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

REGULAR AGENDA ITEMS

Item 6(a): Public Hearing (A17-01) and First Reading – Advance Astoria (Community Development)

The Comprehensive Plan is a land-use planning document that describes how the city will grow and develop over a twenty-year horizon and addresses twenty statewide land-use planning goals, including Goal 9 – Economic Development. The City Council adopted a FY 15-16 goal to "promote positive economic development through strengthening partnerships." The "Advance Astoria" initiative is in direct response to this goal that also provides an opportunity to update the Comprehensive Plan. In October 2016, Advance Astoria was launched with a public event at Fort George Brewery Lovell Showroom. A public hearing was held on May 23, 2017 with the Planning Commission to consider amendments to the Comprehensive Plan Chapter 190-210 and a "Future Industrial Sites" map. After considering the findings of fact, and public testimony, the Planning Commission recommended approval to the City Council on May 23. A public hearing before the City Council has been noticed for June 19. It is recommended that the Council open the hearing and take public testimony. If Council is in agreement, the Council can hold a 1st reading of the Ordinance.

Director Cronin and Elliot Weiss of Community Attributes gave a Power Point presentation on Advance Astoria, the City's five-year economic development strategy. The presentation included a review of the funding sources, research and public involvement processes, and changes to the Comprehensive Plan and maps that would implement the strategy.

Mayor LaMear thanked the citizens' advisory committee that worked on the Advance Astoria project. The strategy is comprehensive and clear.

Mayor LaMear asked if anyone objected to the jurisdiction of the City Council to hear this matter at this time. There were no objections. She asked if any Councilor had a conflict of interest or ex parte contact to declare. There were none. She 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. She opened the public hearing at 7:28 pm and called for testimony in favor of the application.

Patrick Wingard, 4301 3rd Street, Tillamook, Department of Land Conservation and Development (DLCD), said the Advance Astoria strategy had been very well crafted. An economic development specialist in Salem commented that it was the best plan he had seen. The significant public involvement was second to none, as it resulted in meaningful dialogue with citizens and stakeholders. All of the State's requirements for an economic opportunities analysis were met. He was excited about the recommended amendments to Comprehensive Plan Section 2.03 (Page 96 of the Agenda Packet) to reconsider any over supply of water dependent land for alternative uses that are consistent with target industries. This will provide the foundation for the City to move forward with a targeted industry strategy.

Jim Knight, No. 10, Pier 1, Astoria, Executive Director of the Port of Astoria, congratulated Director Cronin and his team for putting the strategy together. At times, the process was like herding cats in a Scotch tape factory. The Port and many new stakeholders had the opportunity to participate in planning the future of the community and create a new vision for Astoria's economic development. It was beneficial to have a new set of ideas from people who were not encumbered by the history of Astoria giving input. It was also beneficial to have participants who were blessed by knowledge of Astoria's history. This strategy impacts several properties that the Port is involved with. Marine and seafood processing industries are primary components of the Port's work with the community. It is wonderful to see the positive change in the relationship between the Port and the City. He appreciated the opportunity to be involved and speak his mind about how to accomplish the betterment of the community. The implementation process will be remarkable and he was proud of the strategy.

Kevin Leahy, 3560 Irving Avenue, Astoria, said CEDR has always worked closely with the City of Astoria and other cities in Clatsop County. The Advance Astoria initiative is unique because it considers important clusters of business opportunities in the City. The craft brewing and fermentation business is growing fast. Training for high wage jobs is important and the maritime industry has huge opportunities for growth. Microenterprises attract younger people to Astoria and high-speed internet allows people to work from anywhere. Seafood processing is unique to the community and is Astoria's foundation. CEDR has always taken an active position. He commended Staff and the citizens' advisory committee for working so hard on the strategy and he looked forward to working with the City on implementation.

Mayor LaMear called for testimony opposed to the application.

Fred Bone, 824 35th Street, Astoria, said that Lois Island, just off of Tongue Point, was not singled out for any use. The county has the opportunity to build a deep water port for containers. No more containers are coming in to the ports anymore because of a dispute with the unions. However, if City Council, Clatsop County, and the Port of Astoria began working on resolutions to put in a deep water port, Lois Island could be dedicated as a container port. The State could approve legislation requiring all dredge spoils be dumped on Lois Island for a future container port. Fifteen years ago, Los Angeles was sending 20 trains a day, each with 100 cars, to the interland. Each car held two boxes and Los Angeles charged \$200 per box, totaling \$800,000 a day to take boxes off the boats and put them on trains. That amount of money would solve a lot of Astoria's financial problems and the City should start working on this right now.

Director Cronin believed Lois Island was outside of the city limits and the urban growth boundaries. He recommended Mr. Bone speak to Mr. Knight about the deep water port.

Mayor LaMear closed the public hearing a 7:42 pm and called for Council discussion and deliberation.

Councilor Jones thanked the team that worked on the strategy. He also thanked Mr. Knight for representing the Port as a partner in the community. This strategy will be an ongoing process and Advance Astoria will be responsive to emerging opportunities. He hoped the partnerships developed during this process would continue into the future because those partners will be implementing most of the strategies with the City's help.

Councilor Price asked how oil production in offshore Alaska and California could significantly affect Astoria's economy. She also wanted Staff to respond to language in the ordinance referring to Astoria's highly seasonal workforce.

Director Cronin explained that language referring to oil production was added to the Comprehensive Plan about 20 years ago and he was unsure of its intent. City Manager Estes added that the seafood industry has always been seasonal.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Nemlowill, to conduct the first reading of the ordinance adopting Comprehensive Plan Amendment A17-01, the Advance Astoria Economic Development Strategy. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Director Brooks conducted the first reading of the ordinance.

Item 6(b): Second Reading and Adoption of Vacation of a Portion of the Alley Abutting 3115 Harrison and Adjacent Lot (Public Works)

The City has received a request from Larry Haskell, for the vacation of a 20 X 100 foot portion of the alley that abuts his property at 3115 Harrison (Tax Lot 8099CA10000) and also his undeveloped lot (Tax Lot 8099CA10100) on the south side of the alley, Lots 6 & 7, Block 63, Port of Upper Astoria. Mr. Haskell would like to obtain the square footage necessary to potentially construct a duplex on the property.

Per City Code 2.290 Authority to Make an Assessment, staff calculated the real land value using the County Assessor's land value for properties surrounding the portion of alleyway and calculating an average per square foot value of properties as \$6.87. As has been the past practice of the City, staff is proposing that an assessment of \$1,374.90 (10 percent) of the real land value (\$13,748.99) be considered for the vacation of 2000 square feet of the alleyway.

At their meeting of June 5, 2017, the City Council conducted a public hearing and first reading of the ordinance of vacation. It is recommended that the Astoria City Council conduct the second reading, and consider adoption the ordinance to vacate of a portion of the alley that abuts 3115 Harrison.

Mayor LaMear stated she voted in favor of this request at the public hearing, but after visiting the property, she planned to vote against it. The property is in a landslide area and although it is platted as an alley by the City, it is definitely someone's driveway.

Councilor Price agreed and said she voted against the request at the public hearing for the same reasons.

City Manager Estes confirmed the area to be vacated is not a driveway. He displayed a map and explained the area to be vacated was located to the south of an existing house. The driveway lead out to the street. The City's historical landslide map shows that the area to be vacated is not within 100 feet of a known slide.

Councilor Brownson supported the request because he had faith that Staff was capable of ascertaining whether the property is safe to build on. The review process is very thorough and the City has very good information about landforms. Mitigation will be required if there is any doubt about development.

Councilor Jones stated that since Staff has expressed no interest in future utility of the land, he believed it was appropriate to vacate the property. If the owner wants to do anything with the land, he will have to go through the permitting process.

Councilor Nemlowill said she agreed with the concerns of the neighbors and did not support the request.

Director Pearson conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Jones, to approve the ordinance granting the vacation a portion of the alley abutting 3115 Harrison and an adjacent lot. Motion failed 2 to 3. Ayes: Councilors Jones and Brownson; Nays: Councilors Nemlowill, Price, and Mayor LaMear.

Item 6(c): Liquor License Application by Bumble Art Studio LLC, doing business as Bumble Art Studio, located at 230 10th Street, for a New Outlet for a Limited On-Premises Sales License (Finance)

A liquor license application has been filed by Chelsea Mattingly for Bumble Art Studio LLC doing business as Bumble Art Studio. This application is a New Outlet for a Limited On-Premises Sales License. The appropriate departments have reviewed the application and it is recommended that Council consider approval of the application.

Councilor Nemlowill declared a potential conflict of interest because her husband owns Fort George. Bumble Art Studio is not a client, so she believed she could vote.

City Council Action: Motion made by Councilor Price, seconded by Councilor Brownson to approve the liquor license application by Bumble Art Studio LLC. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(d): Liquor License Application by Astoria Hospitality Venture LLC, doing business as Astoria Riverwalk Inn, Located at 400 Industry, for a New Outlet for a Limited On-Premises Sales License and an Off-Premises Sales License (Finance)

A liquor license application has been filed by William Orr and Chester Trabucco for Astoria Hospitality Venture LLC doing business as Astoria Riverwalk Inn. This application is a New Outlet for a Limited On-Premises Sales License and an Off-Premises Sales License. The appropriate departments have reviewed the application and it is recommended that Council consider approval of the application.

Councilor Nemlowill declared a potential conflict of interest because her husband owns Fort George. Astoria Riverwalk Inn is not a client, so she planned to vote.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Price to approve the liquor license application by Astoria Hospitality Venture LLC. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(e): Lien Foreclosure Approval Resolution Request (City Attorney and Community Development)

Long-term code enforcement efforts have failed to yield an appropriate and acceptable response from the owner of 4867 Birch (Leroy Olvey) in the Alderbrook neighborhood. Through repeated written notices, warnings, citations, collections attempts, declarations as a nuisance property, and assigned liens, the City has taken all available steps to have the property owner abate the nuisance violations. The owner has failed in each case to correct the violations or respond to the written notices sent both certified and regular US mail. Staff has tried repeatedly to visit the owner at his known residence over the last two years. Beginning in 2014, the Municipal Court has levied fines totaling \$58,500.00. The City Attorney filed a lien on real property and requested payment in February 2016 that has not resulted in any action. The first action requires City Council approval, be made by resolution, and be entered in the electronic lien docket of the City. This approval is required by City Code section 5.726 (A). It is recommended that the Council consider adoption of the resolution to resolve a longstanding code enforcement issue.

Councilor Price confirmed that Staff's efforts to speak with the property owner were unsuccessful. Director Cronin added that the owner's only response was threatening letters to the City.

City Manager Estes verified that 4867 Birch was the correct address because the recommendation portion of the Staff report misstated the street address.

Mayor LaMear confirmed there were no public comments.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Price, to adopt the resolution approving a lien foreclosure on 4867 Birch. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(f): End of Fiscal Year Budget Adjustment Resolution (Finance)

ORS 294.463 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, the Personal Services included appropriations for an Aquatic Center Coordinator but it was later approved to hire an Aquatic Center Supervisor. This amount along with required hours to operate the pool requires additional appropriations for the Aquatic Center in the amount of \$ 100,000. Appropriations are available in Parks Operations - Maintenance due to anticipated expenditures, which have not been incurred.

Based on analysis it is estimated the budgeted transfer from the General Fund to Parks Operation Fund is sufficient for the current fiscal year operations.

Additionally, a transfer within the General Fund is required for \$ 7,000 to the City Manager Department in order to cover costs associated with retirement of the Executive Assistant. At the time the budget was originally prepared and then adopted the additional expenditures associated with retirement of a long-term employee were not anticipated. Funds are available within the Municipal Court budget for this transfer.

It is recommended that Council approve a resolution transferring appropriation of \$100,000 from Parks Operations - Maintenance to Parks Operations - Aquatics within the Parks Operation Fund # 158 and transferring appropriation of \$ 7,000 from Municipal Court to City Manager within the General Fund # 001.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Brownson, to approve the year end transfer for Fiscal Year Ending June 30, 2017. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(g): Discussion to Implement Parks and Recreation Fee (Parks)

During the June 5th City Council meeting, City Council directed staff to prepare an ordinance and resolution to implement a \$3 per water meter Parks and Recreation Fee for residential customers. This item is on the agenda to allow citizens to provide comment on this matter and also allow Councilors to dialogue about implementation of a Parks and Recreation Fee. Staff will be prepared to discuss this issue and answer questions from City Council.

City Manager Estes gave an overview of the current budget constraints and financial issues in the Parks Departments, noted Staff's efforts to mitigate against the effects of the budget issues, and reviewed past discussions about Staff's recommendations for making the Parks Department more sustainable, which led to City Council's consideration of a water meter fee. He gave a detailed description of how the water meter fee could be implemented and enforced and said Council would need to decide on a methodology. The fee could be charged per meter or per unit. Council was also considering an increase to the Transient Lodging Tax and he explained that State laws dictated how that revenue could be spent. Staff was in the process of developing a list of items that might be funded by the Promote Astoria Fund with the goal of presenting both the water meter fee and lodging tax increase to City Council simultaneously in July. This would allow for a full review of the total amount of revenue that could be generated by both fees, while considering what percentage of an increase in the lodging taxes would allow the City to achieve its funding goal.

Mayor LaMear called for public comments.

Roger Lindsey, 631 33rd Street, Astoria, confirmed that Parks part-time mowing staff were started at minimum wage with an increase to \$9.75 per hour after 30 or 60 days. He objected to the arbitrary increase on the bill of an essential City service based on the following:

- Imposition of a fee that is precedent over the underlying cost billing for an essential service without the consent of the customer base is undemocratic and arbitrary.
- The budget shortfalls of an unrelated department outside of Public Works and the essential services that Public Works provides should not be attached to the Public Works billing. The current billing structure of the Public Works Department reflects the actual cost of essential services that are provided by the Public Works Department.
- The proposed precedent of arbitrarily attaching unrelated fees to an essential service billing incurs the introduction of many financial risks for present and future homeowners and business owners. If this action is undertaken, a future City Council could impose much more extreme and arbitrary fees on essential services without the consent of citizens.

An alternative strategy would be to balance the budget of the Parks Department within the Parks Department. Divide the services of the Parks Department into the following categories: grounds maintenance that uses trustee crews from Clatsop County Sherriff's Office and divests of any properties of no productive value; essential local services like the Aquatic Center, community gardens, and child care; revenue-enhancing events based on tourism. Put out a request for proposals for organizations to create events, activities, and attractions in a revenue sharing agreement to access and manage City of Astoria resources to generate income that will support essential local resources. Revenue enhancement by outside providers is recommended based on the theory that the City of Astoria is a destination attraction and should be managed from this perspective.

Chuck Meyer, 555 Irvington, Astoria, said he has run swimming pools in Ohio, New Jersey, Wisconsin, and Tapiola. Parks and recreation is a core value that makes Astoria a nicer city than most of the other places he has lived. Short shifting the department of services and employees is a bad decision for any city. He was in favor of the water meter fees, even though he was on Social Security. He understood where police, fire, roads, and other city services came from. The proposed fee is only \$3 per month and most people spend more than that on coffee every morning. Forty years ago, he and his wife took CEDR's first small business class and his business lasted 31 years. Much of his business's success was based on the class. Their children took swimming classes and earned their lifeguard card, they played sports, and have used almost every park in the city. He fully supported the fee and hoped Council approved it. The Parks Department is one of the most positive departments the City has.

Skip Hauke, 92732 Deer Valley Road, Astoria, believed City Manager Estes' idea to package the fee with the tax was a great idea. However, he would like City Council to consider a tax increase of less than three percent because a three percent increase would make Astoria's tax the highest on the coast. Warrenton's tax is 12 percent, but that includes tent camping and trailer spaces. Visitors might not ask what the tax rate is when checking in to a hotel, but they ask what the total cost would be. Tour groups will judge the city on room tax rates. He believed an increase of 1.5 percent would raise about \$300,000 per year. Astoria's room tax revenue is increasing by about \$200,000 a year and the money will build in the fund. Seventy percent of new room tax revenue is supposed to be spent on tourism and 30 percent is supposed to go into the General Fund. However, since 1988, the exact language used states "no less than 70 percent." The City can put the entire increased amount into the Promote Astoria Fund. He believed the City had been too conservative. He did a lot of research on how other cities are spending their room tax revenue on tourism. Swimming pools, parks, athletic fields, and sewer systems are being funded. Astoria's Riverwalk could be funded. The original document gives the city a lot of leeway.

Judy Woodward, 562 Kensington, Astoria, said she believed the parks and recreation facilities in Astoria were very important, but she objected to unfair fees and taxes. An additional \$3 per month charged to a single person household is not fair when a multiperson household is also being charged \$3 a month. Council did not want to double bill business owners, so businesses are out of the picture. However, Council did not seem concerned about double, triple, or quadruple billing single person households compared to multiperson households. The \$3 Parks and Recreation tax will be twice as much as the six percent CSO surcharge on her water bill. If the City must add a tax to the water bill to fund parks that do not have a connection to Public Works or her water bill,

make it fair by basing the tax on water usage. Do not expect a single person household to subsidize the operations and maintenance of the Parks Department for multiperson households.

Loretta Maxwell, Grandview Bed and Breakfast, 1574 Grand Avenue, Astoria, said she preferred the \$3 monthly fee over an increase in room taxes, which would make the total taxes charged to a room almost 14 percent. Los Angeles charges a 14 percent room tax, but Astoria is not Los Angeles. When making reservations, she is often asked if she charges room taxes. People are surprised when she says yes because Oregon does not charge sales tax. She must explain that room tax is different from sales tax. Occasionally, people will choose not to make a reservation. She believed 14 percent in taxes was quite a jump for people traveling on a limited budget. When the room tax rate was changed to two percent several years ago, hoteliers and bed and breakfast owners were told the tax would fund a convention center at the Red Lion. That never happened and several people in the hotel industry felt they were cheated.

Chester Tribuco, 19823 83rd Place W, Edmonds, WA, said for the last two years, he has spent 95 percent of his time in Room 145 at the Red Lion. He applauded Staff for reaching out to the hoteliers by private interview to gain their perspective on what an increase in room taxes would mean. He spoke with Councilors Brownson and Price about the proposed tax increase. He explained that he opened a hotel in 2003, when the average daily rate for a hotel room was \$49 in Astoria. It was very difficult to get an appraisal that would lead to funding for the Hotel Elliot at that time because there was not enough infrastructure to support tourism. Last week, the honeymoon suite at the Red Lion was rented for six nights at \$399. His guests visit the Garden of Surging Waves, the Riverwalk, and the Trolley, so he supported a room tax increase. However, he believed hotels would suffer from a three percent increase. He suggested City Council consider previous programs and try to figure out what happened with those dollars. Running a hotel is less difficult now that it used to be thanks to support from the Chamber of Commerce and the City. It is a great time to be a hotelier in Astoria and he would not have any problems participating in a positive discussion about how to make sure room tax dollars are spent appropriately.

Fred Bohne, 824 35th Street, Astoria, said he believed the greatest obstacle to economic development in Astoria was the high taxes, fees, and regulations. He did not believe the City should consider Staff's proposed life raft funding scenario.

Daryl Moore, 3377 Grand Avenue, Astoria, said he had been a vocal opponent of the fee on Facebook and he appreciated the Councilors who responded to his posts. He would be happy to pay additional taxes to keep parks going. However, he did not support a regressive tax masquerading as a fee on the utility bill. He understood the City could not raise taxes. The State would not allow a tax on the utility bill and the City already charged the maximum amount of property taxes, which restricts the City's taxing authority. Three dollars means more to some people than others and he believed there were other significant problems with the fee, which he outlined in a five-page letter he sent to Councilors via e-mail. Some of the points in his letter had already been addressed by City Manager Estes, but he hoped Council could find a permanent solution without continuing the short-term stopgap measures that just postpone the problems.

Norma Hernandez, 92335 Youngs River Road, Astoria, said she believed some people did not understand the connection between a water fee and the Parks Department. However, the entire community is connected. It would not make sense for only sick people to fund raise for hospitals or for only artist to raise funds for the arts. The Parks Advisory Board has requested this fee with a sunset so that it would not last forever. This will be a temporary community fee. We all have to help each other and if the Public Works Department can help the Parks Department now, there will be a time when the Parks Department can help another department. The fee is not capricious; it will keep the community healthy with exercise, swimming, and other activities. The Parks Department is for everyone.

Mayor LaMear reminded that the City has a utility assistance fund that provides relief for people who have difficulty paying their utility bills. She believed the fund had money left over last year and encouraged people to apply. Director Brooks added that the assistance is in the form of a credit that is applied twice a year. Applicants must provide documentation to show their income is under the program's limit. The credit is based on the number of people in the household and any late or shut-off fees are waived. Mayor LaMear believed many citizens were not aware of the program and recommended the *Daily Astorian* do a story about it.

Councilor Jones thanked City Manager Estes for summarizing over 12 hours of conversation. All of the Councilors have received a lot of communication from residents and he has been inspired by the passionate

conversations that people have had on both sides of the issue. He believed parks and recreations facilities and programs were a key part of what makes Astoria so attractive. All members of the community benefit from parks and recreation, even if they never step foot inside a facility or participate in a program. He explained how he met a couple of visitors on Cathedral Tree Trail and invited them to stay in Astoria for lunch. The server benefited from the tip that couple left. So, everyone in Astoria benefits, even those who do not directly use the facilities. Based on the history of budget changes and changes to park programs over the years, he believed it was reasonable to impose a \$3 per month fee on Astoria households. As stewards of the taxpayer's resources, Council wants to collect that fee in the most efficient way possible. Creating a new billing system for the parks system would cost a lot of money. Collecting the fee through the Finance Department's existing billing processes for sewer and water is the most efficient and most cost effective. Unfortunately, adding the proposed fee to the utility bill has emotional and political implications because they question the connection between Parks and water. The opinion that people who use less water should pay a lower fee is based on the misinterpretation that there is a connection between the fee and water usage. He understood putting the fee on the water bill created false perceptions, but reminded that the fee would be added to the water bill because the water billing system is already in place. A senior citizen in the community brought to his attention that condominiums and large apartment buildings have only one shared water meter. He was unaware of this when he voted in favor of the fee at the last meeting and thought each household would be charged the fee. He believed this was a problem and preferred that Staff figure out how to impose the fee on all households instead of water meters. However, he was concerned that collecting that data could take six months and cost \$50,000 or more. He asked Staff to let Council know if charging the fee to each household was feasible. He no longer supported the business exemption because many business owners do not live within the city's limits.

Councilor Nemlowill said she did not support the fee. The only increase that should appear on a water bill is for cost increases to providing water to the citizens of Astoria. She and her family use parks and recreation almost every day. As a member of the Parks Master Plan Advisory Committee, she believed she was very educated on Parks and Recreation issues, which are very complicated. She had some ideas, but did not know what the answer was right now. The transient lodging tax increase is a good route because it is justifiable to invest in the infrastructure that benefits the tourism economy. Visitors and residents use parks and recreation. Residents already pay for parks and recreation through high property taxes, passes to the Aquatic Center, and fees for fitness classes. After paying all those fees, she would still be willing and able to pay another \$3 on her water bill, but she believed the fee should be voluntary instead of imposed on residents. She believed people would pay more than \$3 if given the option. She also agreed that both residents and businesses should pay the fee if it is approved.

Councilor Price thanked City Manager Estes for being so clear about the necessity of the life raft scenario and why Staff supported it. She preferred the fee be charged per meter because the process would be simpler than charging each household. It would be easy for the Finance Department to add a line item to every meter, but an audit would be necessary to determine individual units. However, charging each unit would bring in more revenue. Implementing the Parks Master Plan will require several fees, transient room taxes, and other funding mechanisms. She believed Staff should present a package to Council in July so that an appropriate percentage could be determined for the transient room taxes.

Councilor Brownson said this situation is very difficult. He respected the citizens' opinions, but noted the negative rhetoric was unnecessary because there was no malfeasance going on in the City. He supported Councilor Price's idea to charge the \$3 fee as long as it was temporary. A temporary fee would give Council time to figure out how to make the Parks Department sustainable for the long term. The goal of the life raft scenario is to fund a \$425,000 deficit. He did some calculations that included cutting Port of Play, drop-in childcare, adult sports, the wellness campaign and other programs, which only added up to \$120,000. The fee would bring in another \$115,000 and a 1.5 percent increase to the room taxes would total \$200,000 at the most. He believed the life raft scenario was the most equitable and sustainable way to make up the deficit. City Council will have to think about what the Parks Department should look like because the City has limited ways to raise funds. He did not believe a bond measure would pass and the City cannot raise taxes. He believed Council should determine which programs were assets, consider consolidation of programs and properties, and consider selling properties. While selling some of the properties would not save much on annual maintenance, it would put properties on the tax rolls that helps fund parks. Temporary deficit spending is an option as well. People are not making enough money, so they are working too many hours. The City needs to fix this. He supported the \$3 fee and believed it should be charged to all residential units and businesses. He has heard a lot of support for the fee and hoped

Staff could come up with a good package. As a Councilor, he was committed to working hard with the City to make a sustainable city.

Mayor LaMear asked who paid the water bills charged to shared meters. City Manager Estes said in the case of condominiums, a condominium association might pay one water bill for the entire building. He did not know if the association sub metered to individual units or divide up the bill in some other way. It is possible that a landlord could just add \$3 per month to the rent. Some condominiums in Astoria have one meter per building while some have one meter per unit.

City Council Action: Motion made by Councilor Price seconded by Councilor Jones, to direct Staff to present a package on an increase to transient room taxes and a \$3 per unit parks fee charged to residential and commercial units on July 17, 2017. Motion carried 4 to 1. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: Councilor Nemlowill.

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

There was none.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:04 pm to convene the Astoria Development Commission meeting.

ATTEST:

APPROVED:

Finance Director

City Manager

A regular meeting of the Astoria Common Council was held at the above place at the hour of 6:03 pm.

Councilors Present: Nemlowill, Jones, Price, and Brownson

Excused: Mayor LaMear

Staff Present: City Manager Estes, Parks and Recreation Director Cosby, Fire Chief Ames, Library Director Pearson, and City Attorney Henningsgaard. The meeting is transcribed by Jennifer Benoit.

REGULAR AGENDA ITEMS

Item 3(a): Friends of the Column Annual Report

Mayor Pro Tem Price opened up the meeting and welcomed the guests at the Column. Explained Mayor LaMear was unable to attend and introduced Friends of the Column President, Jordan Schnitzer to begin the presentation.

Schnitzer, Portland, gave a presentation of the Friends of the Column Annual Report. A flyer was passed out that outlined the presentation. Schnitzer gave a Board Overview, asking members to stand. He gave a brief History of Restoration of the Column over the last 30 years, discussed the Archival Project, Financial Highlights, Capital Improvements completed for 2016 and recommended for 2017, Site Management Priorities, Outreach Activities and Visibility and closed.

Councilor Nemlowill thanked Schnitzer for the exemplary care taken of the Column. She said she uses the column to reflect on the future of the City of Astoria and believes it is a real gift.

Pro Tem Price also thanked Schnitzer. Saying, up here "you see the past, present and future."

Item 3(b): Commemorate and Honor Hal Snow

Mayor Pro Tem Price read the resolution to honor and commemorate the contributions that Hal Snow has made to Astoria. The Resolution was unanimously approved by the Council.

Schnitzer and Friends of the Column Treasurer, Wills Van Dusen, Astoria spoke about their history and relationship with Hal Snow. Van Dusen was interrupted to take a call from State Senator Betsy Johnson who was on speaker phone. She discussed her work with Hal Snow and said the "community is blessed."

The comments closed with Schnitzer presenting a picture of the column with the words "Hal Snow The Conscience of the Column Friends of the Astoria Column Board Member 1988-2016 Thank you for all you did, from all of us!" The meeting attendees were invited to the art building at Clatsop Community College for a reception.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:41 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

A work session of the Astoria Common Council was held at the above place at the hour of 12:00 pm.

Councilors Present: Jones, Brownson, and Mayor LaMear.

Councilors Excused: Nemlowill and Price

Staff Present: City Manager Estes, Finance Director Brooks. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

WORKERS' COMPENSATION INSURANCE

The City of Astoria has carried Workers' Compensation Insurance with Citycounty Insurance Services (CIS) since 2011 at which time it was moved from Liberty Northwest. During the insurance renewal proposal process, the City received initial information Workers' Compensation rates should be expected to increase in the range of 25 – 30 percent from the amounts paid in the prior year. This involves a combination of factors including the City specific claims history, the CIS pool of claims, the City estimated payroll for FY2017-18 and the overall category claim adjustments. All of these factors together are reviewed by insurance company underwriters to develop the proposed rates for each entity in the pool. Last year the City experienced approximately a 15 percent increase. This figure was established utilizing the same payroll projection across both years so we could see the impact of category increases and modification factors.

Propel Insurance is our agent of record and they have been working with CIS since mid-April to determine what final rate increase would be for FY2017-18. Propel has worked with Finance Director Brooks to submit information early to provide time for review and negotiation on various aspect of the premiums. The early submittal and negotiations resulted in reducing the proposed increase to approximately 22 percent. At the same time, City staff asked Propel to see if a comparative quote could be obtained from an outside insurance agency. Propel was able to quickly work with SAIF Corporation and obtained a very competitive bid.

City staff has had a long and successful working relationship with CIS so it was important to offer CIS the opportunity to provide a best and final review of their Workers' Compensation Insurance proposal, which staff received on June 21, 2017. Although CIS did reduce the proposal, there is still approximately \$45,500 in saving the City could recognize by changing insurance coverage to SAIF. In addition, staff anticipates some intangible benefits, which SAIF may provide, which are not available with CIS and some tangible benefits, which may be available after we have been with SAIF for a year.

Staff is recommending initiating a Notice of Election for SAIF to bind City of Astoria Workers' Compensation Insurance for FY2017-18.

It is recommended that Council authorize the City Manager to execute the Election for City of Astoria Workers' Compensation Insurance with SAIF Corporation for coverage effective July 1, 2017.

Director Brooks explained the differences between the policies offered by CIS and SAIF and how those differences affected insurance rates. She recommended the City purchase worker's compensation insurance from SAIF and confirmed the City's other insurance policies would still be purchased from CIS.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Brownson, to execute the Election for City of Astoria Workers' Compensation Insurance with SAIF Corporation for coverage effective July 1, 2017. Motion passed unanimously. Ayes: Councilors Jones, Brownson, and Mayor LaMear. Nays: None.

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

There were none.

ADJOURNMENT

There being no further business, the meeting was adjourned at 12:13 pm.

ATTEST:

Finance Director

APPROVED:

City Manager

Astoria Library Board Meeting
Astoria Public Library
June 27, 2017
5:30 pm.

Present: Library Board members Kate Summers, David Oser, and Susan Stein. Staff Library Director Jimmy Pearson, and ALFA Representatives Steve Emmons and Joan Herman

Excused: Chris Womack and Kimberley Chaput

Call to Order: Chair Kate Summers called the meeting to order at 5:33 pm.

Approval of Agenda: The agenda was approved with the following addition: New Business Item 8 (a) – Board Approval of City Council's Action on the Library Renovation.

Approval of Minutes: The minutes of May 23, 2017 were approved as presented.

Board Reports:

Kate Summers reported that her daughter attended the dog program with her daycare and she was excited to attend the next program.

Library Director's Report:

Director Pearson's report was as follows:

- Staffing – Four people have applied for the temporary on-call position, which was included in the budget for the next fiscal year.
- Library Facilities – Everyone is very pleased with the new water fountain. Furniture and shelving have been moved around to create a better sight line to the door and create new displays. The glass tabletop and beanbag chairs for the teen room will be delivered soon. Landscaping work is being done and cleanup work on the basement is progressing well.
- Library Programs – There were 115 people at the Border Collie Program.
- IT Update – All of the new electronics in the Flag Room are wireless. David Oser suggested the Library Board meetings be streamed live over the internet.
- Director's Activities – Director Pearson's next step on the renovation will be to publish a Request for Qualifications (RFQ). He hoped to have design concepts by December.

He displayed several historic items that had been stored in the basement, noting their significance, age, and value. The Gordon Gilkey print has been restored, preserved, and will be securely displayed in the library.

City Council approved reduced library fines, which will take effect in July.

Update on ALFA Activities:

Steve Emmons reported the treasury balance was \$3,817.04. The board voted to adopt Friends of the Astoria Public Library as a secondary name to use in addition to ALFA.

Update on Foundation:

David Oser said the Foundation's work was postponed because their presentation to City Council was delayed to May. Regular meetings will now be held on the second Monday of each month at 5:30 pm in the Flag Room. He explained how to request that an item be added to the Foundation's agenda and described the Foundation's plan to focus on schools. The Foundation board members will meet to finalize processes and procedures.

Director Pearson described efforts to schedule a meeting in August with ALFA, the Foundation, and the Library Board to discuss the renovation and noted the importance of ensuring all three groups had the same focus.

New Business:

Item 8(a): Board Approval of City Council's Action on the Library Renovation

The Library Board unanimously voted to support City Council's actions on the library renovation project.

Old Business:

Item 9(a): Election of Officers

The Library Board unanimously voted to re-elect Kate Summers as Chairperson.

The Board briefly discussed adding the office of Chair-elect and changing the election cycle.

Public Comments: There were none.

Items for Next Meeting's Agenda: Live streaming Library Board meetings and other events, election of a Chair-elect, the election cycle, and review of the by-laws.

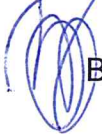
Adjournment: There being no further business, the meeting was adjourned at 6:07 pm.



M E M O R A N D U M

DATE: AUGUST 2ND, 2017

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: DARK FIBER PURCHASE AGREEMENT

DISCUSSION/ANALYSIS

With the current agreement between Verizon and the City regarding the replacement of our communications infrastructure on Coxcomb Hill and with the new Reservoir Ridge installation, it was necessary to extend the fiber to this new Reservoir Ridge location in order to make it operational. This fiber connectivity is necessary and must be completed prior to the complicated move between the two sites. Having fiber will minimize down time for our public safety partners and allow for a secondary path to the site for connectivity.

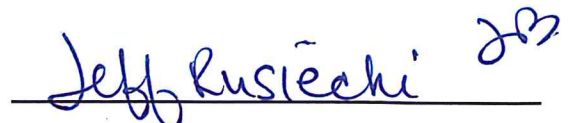
The City uses Astound Broadband (formerly CoastCom) for fiber connectivity between our facilities. This agreement includes the purchase and activation of fiber optic line to the tower. In the agreement with Verizon for construction of the new Reservoir Ridge Tower, some fiber optic expenses were to be paid by Verizon. It was later determined that additional and/or different alignments were necessary. This agreement captures this additional service.

The agreement has been reviewed by the City Attorney, iFOCUS, Emergency Communications Manager Jeff Rusiecki and Assistant City Engineer Nathan Crater. The scope includes additional capacity anticipating future growth at this site. In addition, the opportunity now exists for Astoria Public Works Department to receive telemetry data from the city's reservoir for monitoring purposes via the fiber.

The costs of extending the fiber are being shared between Verizon, Astoria 9-1-1 and Public Works. The funds necessary to complete this purchase are available from the Emergency Communications Fund (\$17,000) and the Public Works Improvement Fund (\$5,000) with Verizon paying the remainder.

RECOMMENDATION

It is recommended that Council approve the Agreement for the purchase of dark fiber strands.



Jeff Rusiecki, Emergency Communications Manager

AGREEMENT FOR THE PURCHASE AND SALE OF DARK FIBER STRANDS

This Agreement for the Purchase and Sale of Dark Fiber Strands (this “**Agreement**”) is made and entered into as of this ____ day of August, 2017 (the “**Effective Date**”), by and between ASTOUND BROADBAND, LLC, a Washington limited liability company (“**Astound**”), and the CITY OF ASTORIA, an Oregon municipality (the “**City**”). Each of Astound and the City may be referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

Background

- A. Astound and its affiliates own and operate a fiber optic communications network used by Astound to provide telecommunications, data transport, Internet access, dark fiber, video, VoIP and related services to its residential, commercial and governmental customers.
- B. Astound, as successor in interest to CoastCom, Inc., is the holder of a telecommunications franchise from the City, granted pursuant to City of Astoria Ordinance No. 16-03 and Ordinance No. 16-05 allowing Astound to install and maintain its network equipment, facilities and related infrastructure in the City’s public rights-of-way.
- C. The City is constructing a new communications tower (the “**Tower**”) to be used by the City for public safety as well as other purposes.
- D. In connection with its construction of the Tower, the City desires to purchase certain dark fiber strands from Astound (collectively, the “**City Dark Fibers**”) that will connect the City’s communications network to the Tower, as more fully described in this Agreement.
- E. Astound is willing to install and sell the City Dark Fibers to the City, in exchange for (i) the right to install aerial fiber optic cable on a portion of real property owned by the City; (ii) the right to use certain City-owned communications conduit (the “**City-Owned Conduit**”); and (ii) cash payment, as more fully described in this Agreement.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Astound and the City agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date specified in the preamble and shall continue in effect through the useful life of the City Dark Fibers. This Agreement shall terminate when the City Dark Fibers have reached the end of their useful life.
2. Description of City Dark Fibers. Astound shall install and sell to the City the following strands of dark fiber:

Fiber Route Identifier	A Location End Point	Z Location End Point	Number of Fibers
Tower Route	Astoria Public Safety Building 555 – 30 th Street Astoria, Oregon 97103	Tower Site 3850 Reservoir Ridge Astoria, OR 97103 Lat: 46 10’ 55.92”N Long: 123 47’ 57.25”W	24 strands single mode dark fiber

Reservoir Route	Tower Site 3850 Reservoir Ridge Astoria, OR 97103 Lat: 46 10' 55.92"N Long: 123 47' 57.25"W	Astoria Reservoir 3 Control House Lat: 46 10' 43.42" N Long: 123 48' 12.82" W	12 strands single mode dark fiber
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The Tower Route shall be installed substantially along the route shown on Exhibit A to this Agreement. The Reservoir Route shall be installed substantially along the route shown on Exhibit B to this Agreement. The City expressly understands and agrees that the City Dark Fibers will be part of a larger cable bundle of dark fiber strands which will remain the personal property of Astound. The City shall have the right to access the City Dark Fibers only at the End Points described above. Notwithstanding the routes depicted on Exhibit A and Exhibit B, Astound shall at all times have full and complete control and responsibility for determining any routing configurations of the fiber optic cable(s) in which the City Dark Fibers are located, and may route same through any Astound facility in its reasonable discretion, so long as the End Points of the City Dark Fibers remain located as described above.

3. Construction and Installation. As of the Effective Date of this Agreement, the City Dark Fibers are not installed. Astound shall install the City Dark Fibers, together with related equipment and facilities, within approximately six (6) weeks after all required Permits (including conditional use permit and pole attachment permits) have been issued by the applicable permitting authorities. Astound shall be responsible for obtaining all necessary permits, authorizations and approvals necessary for the construction and installation of the City Dark Fibers (collectively, the “**Permits**”). Astound shall be responsible for providing all materials needed for the installation, which shall conform to industry standards.

4. Grant of Licenses.

(a) License for Aerial Installation. A portion of the Tower Route is located within the public right-of-way, while the remainder is located on City-owned land. The City grants Astound a non-exclusive license to use the portion of the City-owned land shown on Exhibit C to this Agreement (the “**License Area**”) for the purpose of installing and maintaining, on the utility poles located in the License Area, the City Dark Fibers as well as the larger fiber optic cable bundle in which the City Dark Fibers are located and all equipment and facilities related to same.

(b) License to Use City-Owned Conduit. The location of the City-Owned Conduit is shown in bright green on Exhibit A and Exhibit B. The City grants Astound a non-exclusive license to use the City-Owned Conduit for installing and maintaining the City Dark Fibers as well as the larger fiber optic cable bundle in which the City Dark Fibers are located and all equipment and facilities related to same.

5. Testing and Acceptance of City Dark Fibers. The City Dark Fiber shall conform to the technical specifications set forth on Exhibit D to this Agreement (the “**Technical Specifications**”). Astound shall notify the City when the City Dark Fibers have been installed and are ready for testing. The City shall have the right to participate in Astound’s testing of the City Dark Fibers. If Astound’s testing demonstrates that the City Dark Fibers are properly installed and functioning in accordance with the Technical Specifications, then the City Dark Fibers shall be ready for acceptance by the City. If Astound’s testing demonstrates there are problems with the City Dark Fibers, Astound shall correct same and perform another round of testing.

6. Bill of Sale. Title to the City Dark Fibers shall vest in the City upon the City’s acceptance of the City Dark Fibers. Within ten (10) days after the City’s acceptance of the City Dark Fibers, Astound shall deliver to

the City an executed Bill of Sale, substantially in the form attached to this Agreement as Exhibit E, conveying to the City full ownership of all right, title and interest in and to the City Dark Fibers, which will be transferred free and clear of any security interests, materialmen's liens or other liens or encumbrances of any kind.

7. Maintenance of City Dark Fibers. Because the City Dark Fibers are a part of a larger fiber optic cable bundle that is owned by Astound, during the term of this Agreement Astound shall maintain the City Dark Fibers. In the event of a cable cut or other malfunction of the City Dark Fibers, the City shall inform Astound of the problem and Astound shall promptly investigate and remedy same.

8. Payment. The total purchase price for the City Dark Fibers is Forty-Four Thousand Six Hundred Sixty-Seven and 64/100 Dollars (\$44,667.64) (the "**Purchase Price**"). The Purchase Price is allocated between the Tower Route and the Reservoir Route as follows: (i) the cost for the Tower Route is Thirty-Nine Thousand Six Hundred Sixty-Seven and 64/100 Dollars (\$39,667.64) which is to be paid by the Astoria 911 division of the City; and (ii) the cost for the Reservoir Route is Five Thousand and No/100 Dollars (\$5,000.00), which is to be paid by the Public Works Department of the City. As of the Effective Date of this Agreement, a third party has already paid Astound Twenty-Two Thousand Six Hundred Sixty-Seven and 64/100 Dollars (\$22,667.64) of the Purchase Price that is allocable to the Tower Route. Accordingly, the remaining balance due from the City is: (a) Seventeen Thousand and No/100 Dollars (\$17,000.00) for the Tower Route, due from the Astoria 911 division of the City; and (ii) Five Thousand and No/100 Dollars (\$5,000.00) for the Reservoir Route, due from the Public Works Department of the City. This outstanding balance of Twenty-Two Thousand and No/100 Dollars (\$22,000.00) shall be paid to Astound within sixty (60) days of the City's acceptance of the City Dark Fibers.

9. Required Relocation. If, at any time during the term of this Agreement, Astound is required by a third party having the legal right to so require, to re-locate the fiber optic cable(s) in which the City Dark Fibers are located, the City shall be responsible for its proportionate share of the reasonable costs actually incurred by Astound in connection with the mandatory relocation.

10. Default. A "**Default**" shall be deemed to have occurred under this Agreement in the event of any material breach of this Agreement where the defaulting Party fails to cure such breach within thirty (30) days after written notice from the other Party specifying such breach, provided that if the breach is of a nature that cannot be cured within said thirty (30) day time period, a Default shall not have occurred so long as the breaching Party has commenced cure within said thirty (30) day time period and thereafter diligently pursues cure to completion. In the event of any Default hereunder, the non-Defaulting Party may do any one or more of the following: (a) take such actions as it deems reasonably necessary to correct the Default; or (b) pursue any other remedies available to it under this Agreement, at law or in equity.

11. Assignment. Except as expressly provided in this Section 11, neither Party shall assign its rights or obligations under this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Astound shall have the right, without the necessity of obtaining the City's consent, to assign its interest in and to this Agreement to either of the following: (i) an affiliate of Astound; or (ii) an entity acquiring Astound, whether through merger or through purchase of substantially all the assets of Astound.

12. Force Majeure. No Party shall be liable for any failure of performance under this Agreement due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, explosion, vandalism, cable cut, flood, storm, or other similar natural disaster, terrorist acts, insurrection, riot, national emergency, war or other catastrophe, inability to obtain equipment, material or other supplies due to

strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a “**Force Majeure Event**”).

13. Confidential Information. “**Confidential Information**” shall mean this Agreement and any information and documents provided by one Party to the other Party in connection with this Agreement to the extent such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the receiving Party, (ii) it is lawfully received by the receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of this Agreement, or (iv) it was known to the receiving Party prior to the disclosing Party’s disclosure of same. To the extent permitted by law, each Party shall hold in confidence all Confidential Information received from the other Party.

14. Indemnification for Third-Party Claims.

14.1 Indemnification by Astound. Astound shall indemnify, defend and hold the City and its members, managers, officers, agents and employees (collectively, the “**City Indemnified Parties**”) harmless from and against any and all liability, causes of action, claims, lawsuits, judgments, damages and other costs and expenses, including attorney fees and costs of suit or defense asserted against the City Indemnified Parties by third parties to the extent the same arise out of or are due to: (i) Astound’s negligence, gross negligence or willful misconduct in exercising its rights or performing its obligations under this Agreement; (ii) Astound’s noncompliance with or Default under this Agreement; and/or (iii) Astound’s failure to comply with applicable law in connection with its performance under this Agreement.

14.2 Indemnification by the City. The City shall indemnify, defend and hold Astound and its members, managers, officers, agents and employees (collectively, the “**Astound Indemnified Parties**”) harmless from and against any and all liability, causes of action, claims, lawsuits, judgments, damages and other costs and expenses, including attorneys’ fees and costs of suit or defense asserted against the Astound Indemnified Parties by third parties to the extent the same arise out of or are due to: (i) the City’s negligence, gross negligence or willful misconduct in exercising its rights and performing its obligations under this Agreement; (ii) the City’s noncompliance with or Default under this Agreement; and/or (iii) the City’s failure to comply with applicable law in connection with its performance under this Agreement. Notwithstanding the foregoing, the City’s obligations in this Section 15 are subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution.

14.3 Indemnification Procedures. Should any third-party claim arise under this Section 14, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party, and provided further, that the Indemnifying Party shall not agree to a settlement of a claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

15. Limitation of Liability.

15.1 No Special Damages. EXCEPT FOR THE OBLIGATIONS OF THE PARTIES CONTAINED IN ARTICLE 14 (THIRD-PARTY INDEMNIFICATION) AND ARTICLE 13 (CONFIDENTIALITY), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, CLAIMS OF LESSEES OR CUSTOMERS, CLAIMS FOR WHICH DAMAGES ARE HEREBY SPECIFICALLY WAIVED.

15.2 Disclaimer of Warranties. EXCEPT FOR AND EXCLUDING COVENANTS, REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND/OR ANY EXHIBIT(S) ATTACHED HERETO, ASTOUND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CITY DARK FIBERS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

16. Notices. Unless otherwise provided elsewhere in this Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Astound:

Astound Broadband, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Paul Koss
Email: pkoss@wavebroadband.com

If to the City:

City of Astoria
1095 Duane Street
Astoria, OR 97103
ATTN:
Email:

With a Copy to:

WaveDivision Holdings, LLC
401 Parkplace Center, Suite 500
Kirkland, WA 98033
ATTN: Jim Penney
Email: jpenney@wavebroadband.com

With a Copy to:

City of Astoria
1095 Duane Street
Astoria, OR 97103
ATTN:
Email:

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

17. Miscellaneous.

17.1 Warranty of Authority. Each of the Parties represents and warrants to the other Party that: (i) it has all necessary power and authority to enter into and perform the terms of this Agreement; (ii) the individual signing this Agreement on its behalf has the authority to do so, and (iii) this Agreement constitutes a valid and binding agreement of such Party, enforceable in accordance with its terms.

17.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersede any and all prior oral or written agreements between the Parties regarding the subject matter contained herein and therein. The Agreement may only be

modified or supplemented by an instrument executed by an authorized representative of the Party against whom such instrument is sought to be enforced.

17.3 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.

17.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

17.5 No Waiver. A waiver by one Party at any time of any of its rights regarding a particular breach or Default of the other Party under this Agreement shall not be deemed a permanent waiver of such rights, nor shall any such waiver be deemed a waiver of any subsequent breach or Default.

17.6 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between the Parties and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their affiliates, agents or employees for any purpose. This Agreement is for the sole benefit of the City and Astound and is not intended to confer any rights on any other person. There are no third party beneficiaries of this Agreement.

17.7 Exhibits. The following Exhibits, which are attached to this Agreement, are incorporated herein and by this reference made a part of this Agreement:

EXHIBIT A	-	Map Showing Tower Route
EXHIBIT B	-	Map Showing Reservoir Route
EXHIBIT C	-	Map Showing License Area
EXHIBIT D	-	Technical Specifications
EXHIBIT E	-	Form of Bill of Sale

17.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email will be considered the same as an original document.

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have duly executed this Agreement as of the Effective Date set forth in the preamble above.

ASTOUND:

THE CITY:

Astound Broadband, LLC, a Washington
limited liability company

City of Astoria, an Oregon municipal
corporation

By_____

By_____

Name: _____

Name:_____

Title: _____

Title: _____

[The remainder of this page is intentionally left blank.]

EXHIBIT A
Map Showing Tower Route

"TOWER ROUTE"

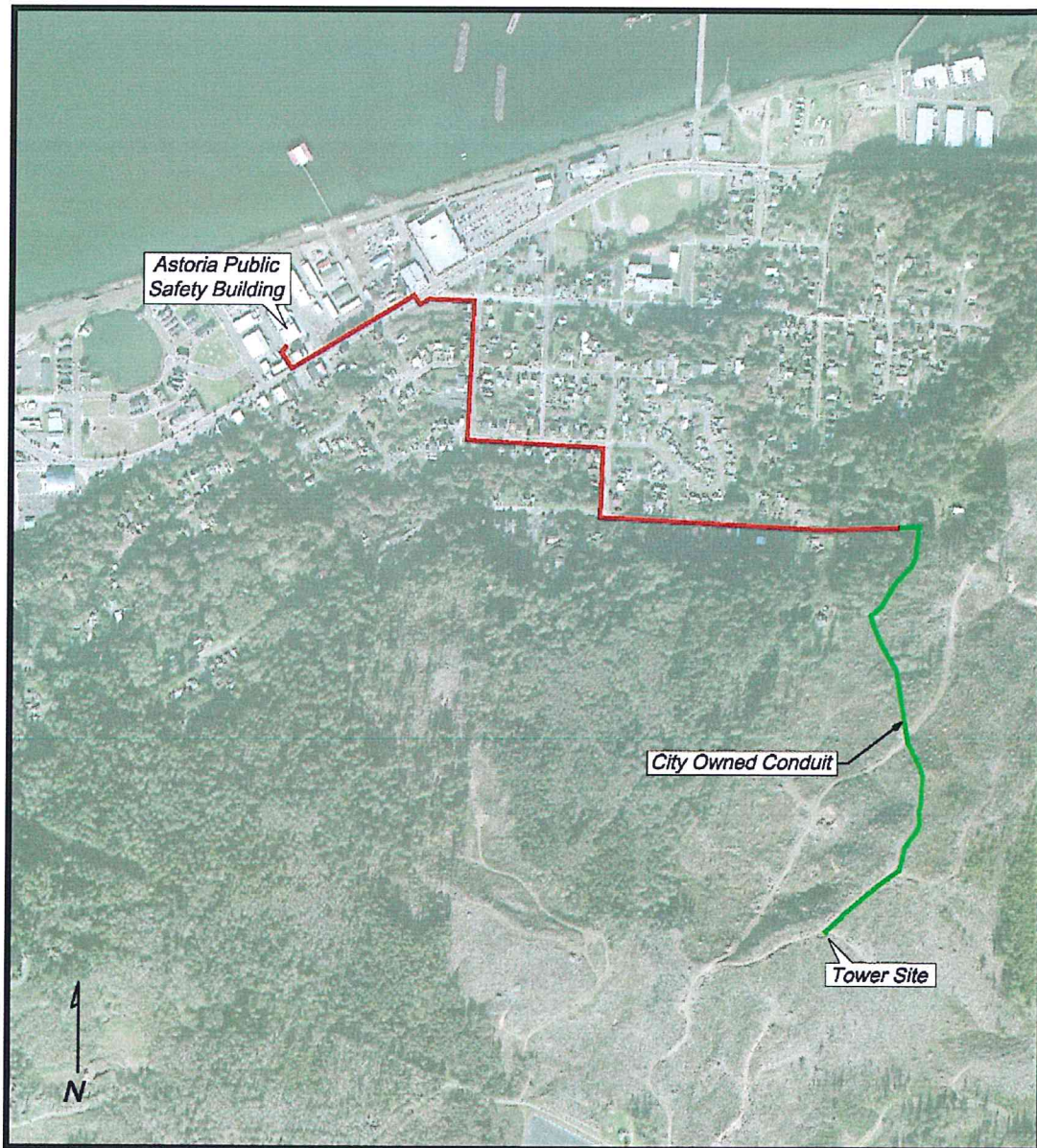


EXHIBIT B
Map Showing Reservoir Route

"RESERVOIR ROUTE"

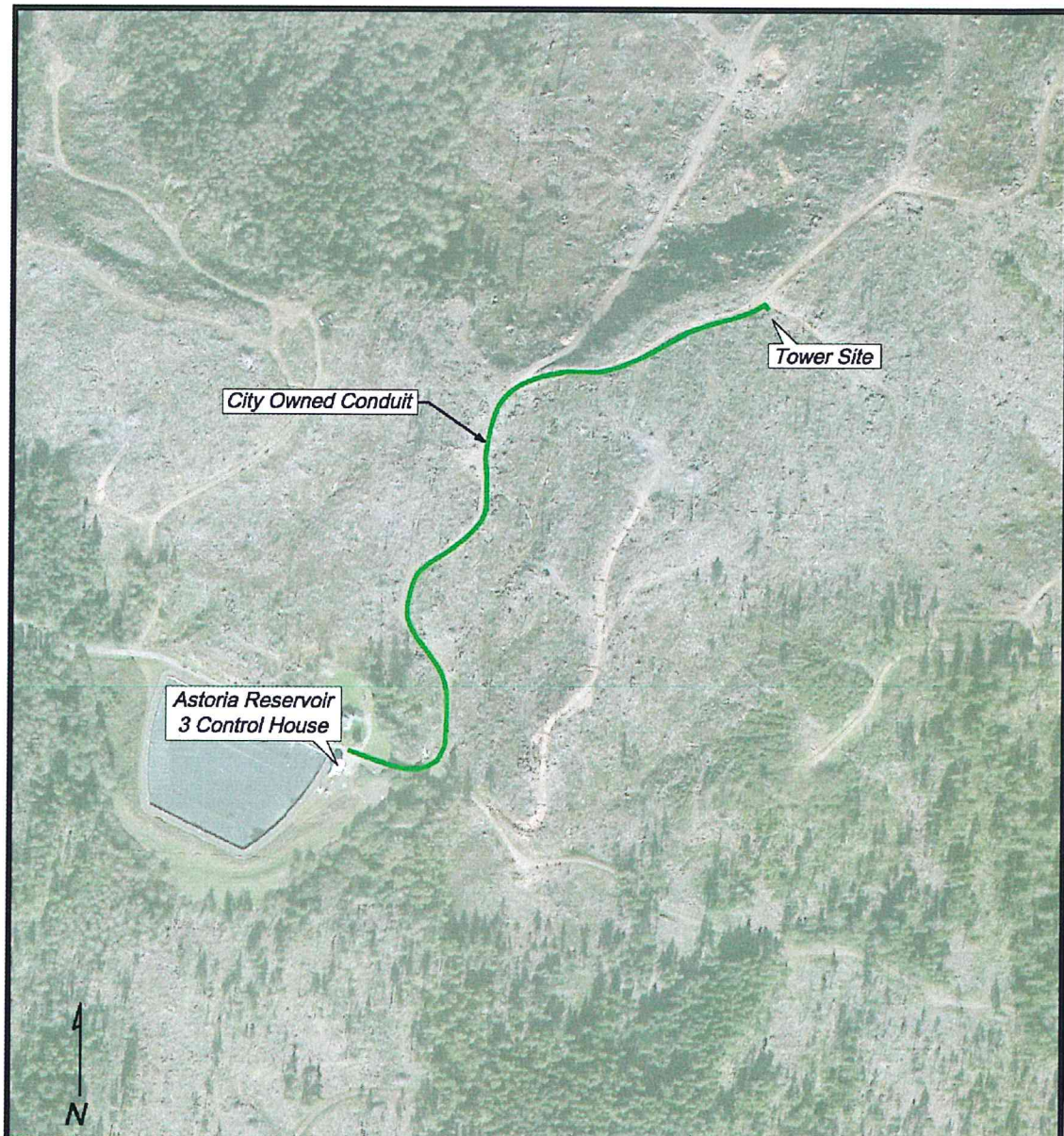


EXHIBIT C
Map Showing License Area

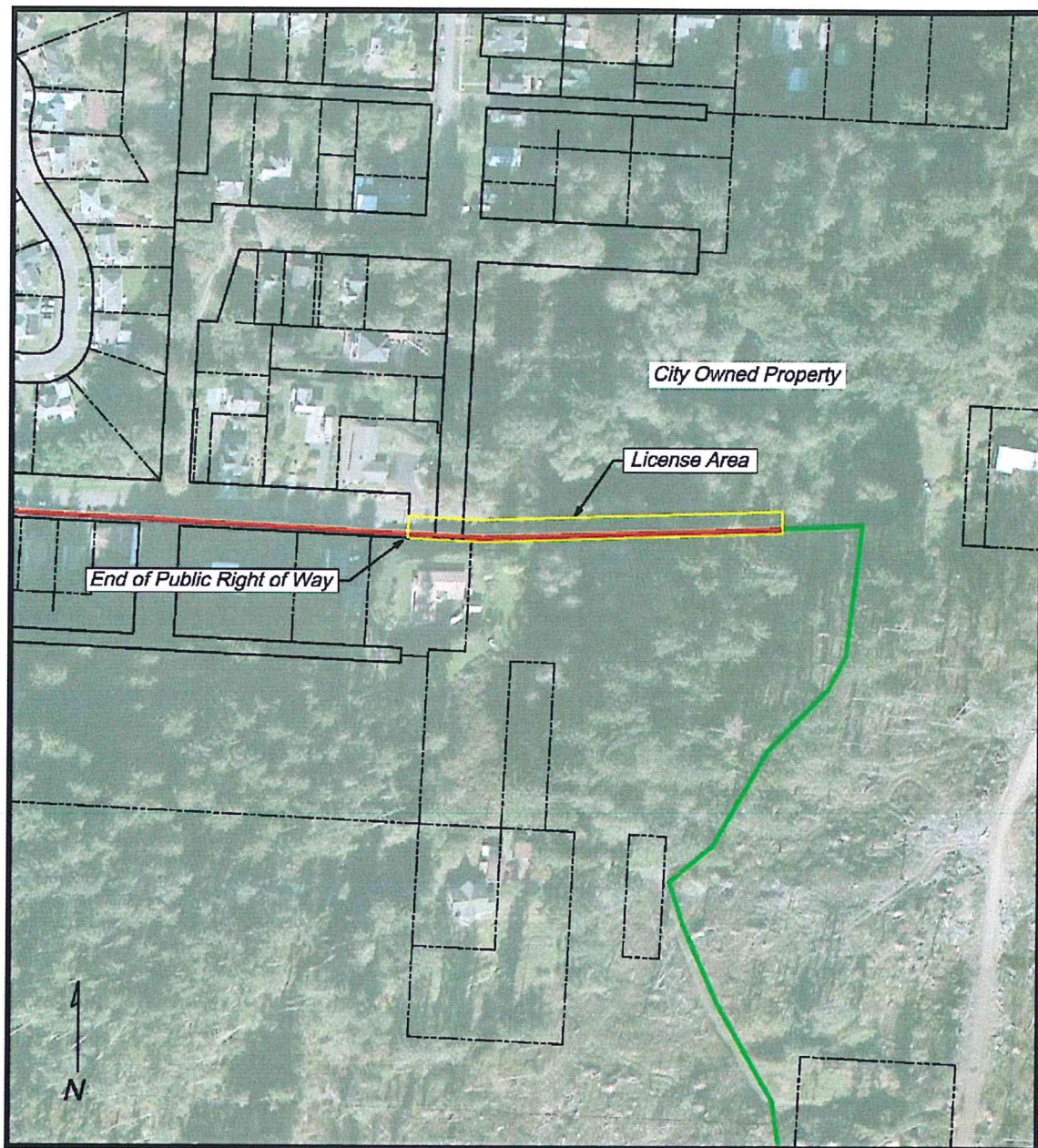


EXHIBIT D
Technical Specifications

OTDR traces will be taken in both directions at 1310 nm and 1550 nm for all circuits less than 50 Km. For circuits over 50 Km we take OTDR traces at 1550 nm. All circuits will be shot with a launch cable with a minimum length of .5 Km or the length agreed to in the customer's MSA. These traces will be reviewed before the circuit is handed off. For a circuit to be handed off it must comply with the specifications for splice, reflectance and span attenuation.

Splice Loss Specifications

Pig Tail - < .5 per connector or 1.0 per jumper

For values greater than this, the splice will be broken and re-spliced until an acceptable loss value is achieved. If, after three attempts is not able to produce a loss value less than 0.50 dB, the splice will be marked as Out-of-Spec ("OOS") on the OTDR report.

Splice Point - Bi-directional average loss of 0.15 dB or less.

The objective for each splice is a loss of 0.15 dB or less. If, after three attempts, we are not able to produce a loss value of less than 0.15 dB, then 0.25 dB will be acceptable. If, after two additional attempts, a value of less than 0.25 dB is not achievable, then the splice will be marked as OOS

Splice Point - Uni-directional OTDR testing, the objective for each splice is a loss of 0.15 dB or less. If, after three attempts, we are not able to produce a loss value of less than 0.15 dB, then 0.25 dB will be acceptable.

Connector Reflectance

Reflectance at jumper – Will be less than -40dB, we will work to achieve less than -40dB by cleaning & polishing fiber tips and/or fiber jumpers or provide alternative fiber strands that achieve results less than -40dB. If we are unable to do so after 3 attempts, the port will be marked as OOS.

Total loss for a circuit

Attenuation due to distance

At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable})$

At 1550nm: $(0.30 \text{ dB/km} \times \text{km of cable})$

Average Splice Loss per circuit

The standard for each fiber within a span shall be an average bi-directional loss of 0.10 dB or less for each splice. For example, if a given span has 10 splices, each flow shall have total bi-directional loss (due to the 10 splices) of 1.0 dB or less. Each individual splice may have a bi-directional loss of 0.15 dB or less, but the average bi-directional splice loss across the span must be 0.10 dB or less.

Acceptable Total loss per circuit will be calculated with the following formula:

At 1310nm: $(0.40 \text{ dB/km} \times \text{km of cable}) + (\text{number of connectors} \times 0.5 \text{ dB}) + (0.10 \text{ dB} \times \text{number of splices})$.

At 1550nm: (0.30 dB/km x km of cable) + (number of connectors x 0.5 dB) + (0.10 dB x number of splices).

Mass Fusion Splicing

Ribbon Fiber Bi-directional Splice Loss Standards

Fiber Type	Splicing Method	Splice Loss (dB)
Standard Single Mode	Mass fusion splicing	0.20 dB
Non-zero Dispersion-shifted	Mass fusion splicing	0.25 dB

In the event that the splice loss values listed cannot be achieved by at least 66% (8 out of the 12) of the fibers in the ribbon, the ribbon containing the OOS fiber(s) will be broken and re-spliced. The re-splice procedure and acceptable values are listed in the table below. Ribbons containing any splices above a 1.0 dB loss will be broken and re-spliced.

Mass Fusion Re-splice Acceptance

Ribbon Fiber	Standard Single Mode	Non-zero Dispersion Shifted
Acceptance Criteria	0.20 dB	0.25 dB
After 3 attempts	0.30 dB	0.35 dB
After 2 additional attempts	0.40 dB	0.50 dB

Note:

Five (5) attempts are to be performed and all non-successful splices will be recorded and marked as OSS.

[Remainder of this page is intentionally left blank.]

EXHIBIT E
Form of Bill of Sale

BILL OF SALE

This Bill of Sale is made and entered into as of this ____ day of _____, 2017, by and between ASTOUND BROADBAND, LLC, a Washington limited liability company ("Astound"), and the CITY OF ASTORIA, an Oregon municipal corporation (the "City").

A. Description of Personal Property

Pursuant to that certain Agreement for the Purchase and Sale of Dark Fiber Strands dated as of _____, 2017, Astound has installed for the City the following described personal property (the "Personal Property"):

Fiber Route Identifier	A Location End Point	Z Location End Point	Number of Fibers
Tower Route	Astoria Public Safety Building 555 – 30 th Street Astoria, Oregon 97103	Tower Site 3350 Pipeline Road Astoria, OR 97103 Lat: 46 10' 55.92"N Long: 123 47' 57.25"W	24 strands single mode dark fiber
Reservoir Route	Tower Site 3350 Pipeline Road Astoria, OR 97103 Lat: 46 10' 55.92"N Long: 123 47' 57.25"W	Astoria Reservoir 3 Control House Lat: 46 10' 43.42" N Long: 123 48' 12.82" W	12 strands single mode dark fiber

A map showing the approximate location of the Personal Property at issue is attached to this Bill of Sale as Schedule 1 and Schedule 2.

B. Conveyance of Personal Property

Having received full payment for the Personal Property, Astound now transfers, conveys and warrants to the City full ownership of all right, title and interest in and to the Personal Property, free and clear of any security interests, materialmen's liens or other encumbrances.

[Signatures on following page.]

IN WITNESS WHEREOF, Astound and the City have duly executed this Bill of Sale as of the date set forth in the preamble above.

ASTOUND:

Astound Broadband, LLC, a Washington
limited liability company

By _____

Name: _____

Title: _____

THE CITY:

City of Astoria, an Oregon municipal
corporation

By _____

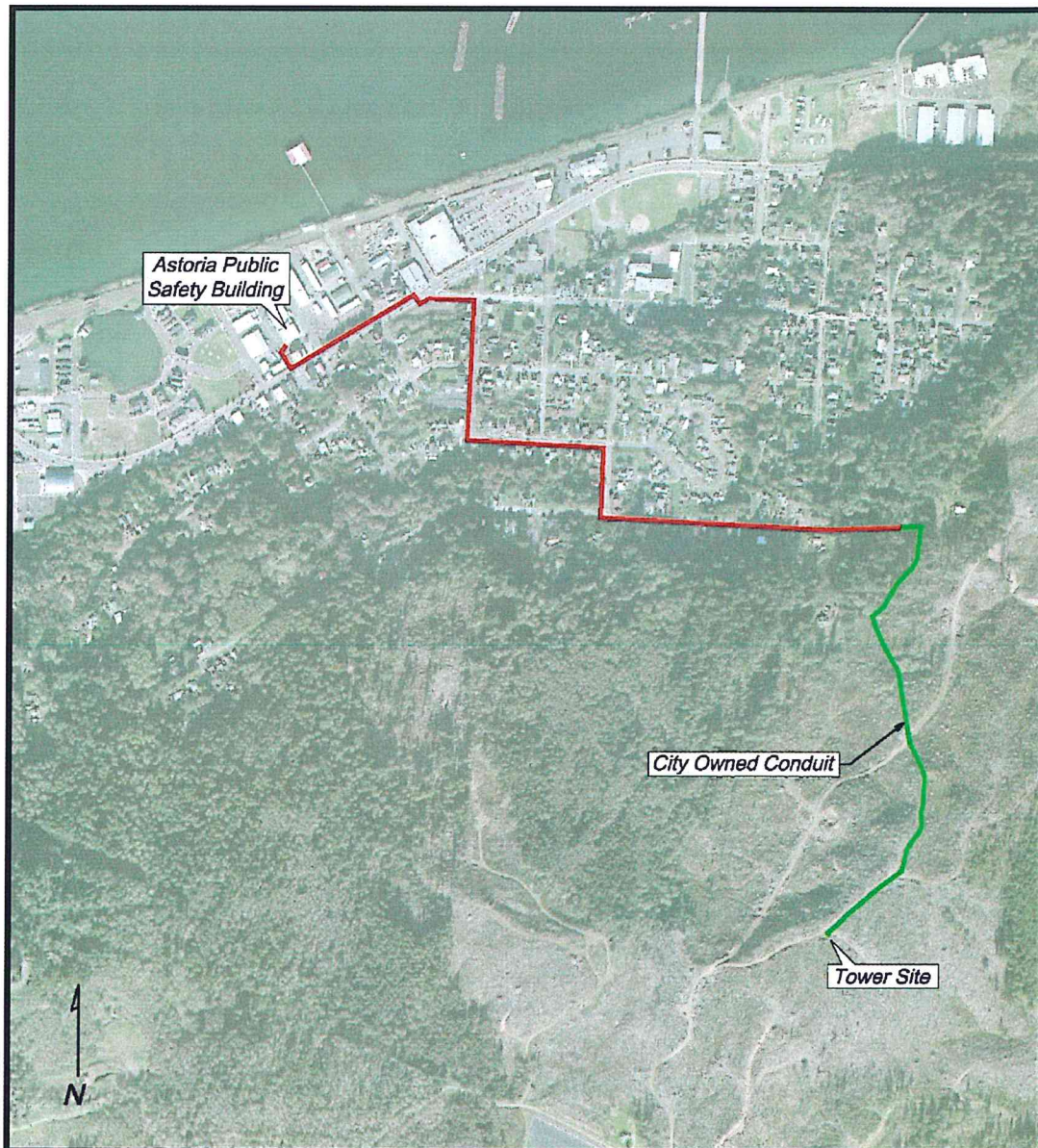
Name: _____

Title: _____

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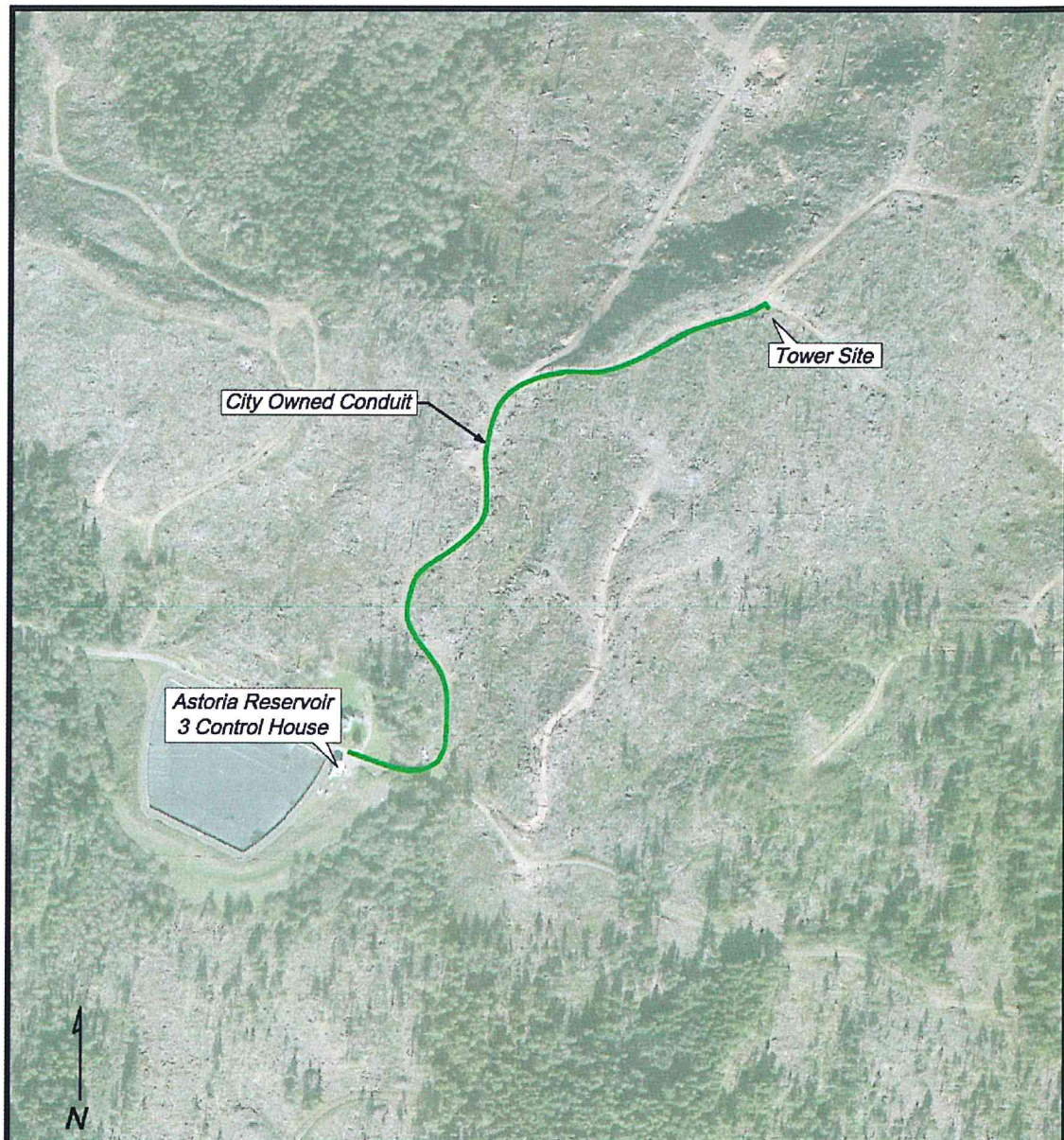
SCHEDULE 1
to
BILL OF SALE
Map Showing Tower Route

"TOWER ROUTE"



SCHEDULE 1
to
BILL OF SALE
Map Showing Reservoir Route

"RESERVOIR ROUTE"





CITY OF ASTORIA
Founded 1811 • Incorporated 1856

MEMORANDUM

DATE: JULY 25, 2017

TO: MAYOR AND CITY COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: CREATING A SUSTAINABLE PARKS AND RECREATION DEPARTMENT

BACKGROUND

At the July 17, 2017 City Council meeting, Council provided direction to increase the Transient Lodging Tax rate from 9% to 11%, a 2% increase, and held the first reading of the ordinance. City Council also directed staff to implement a voluntary Parks and Recreation Fee program through the City's water bill in hopes of enhancing service levels.

RECOMMENDATION

It is recommended that City Council conduct the second reading of the attached ordinance, and consider adoption to increase the Transient Lodging Tax from 9% to 11% to sustain parks and recreation services.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

ORDINANCE NO. 17 - ____

AN ORDINANCE AMENDING CODE SECTION 8.045.2
PERTAINING TO TRANSIENT ROOM TAX.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Section 8.045.2 is amended to read as follows:

“8.045.2 Tax imposed. For the privilege of occupancy in any hotel on or after January 1, 2018 each transient shall pay a tax in the amount of 11 percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the city, which is extinguished only by payment by the operator to the city. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. The operator shall enter the tax on hotel records when the rent is collected, if the records are kept on the cash accounting basis, and when earned if the records are kept on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. In all cases, the rent paid or the charged for occupancy shall exclude the sale of any goods, services, commodities, other than the furnishings of rooms, accommodations and space occupancy in the mobile home parks or trailer parks.”

Section 2. This ordinance shall take effect 30 days after adoption.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF AUGUST, 2017.

APPROVED BY THE MAYOR THIS ____ DAY OF AUGUST, 2017.

MAYOR

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor Brownson

Jones

Nemlowill

Price

Mayor LaMear



CITY OF ASTORIA
POLICE
DEPARTMENT

DATE: July 31, 2017

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CREATION OF NEW EMERGENCY COMMUNICATIONS POSITION

DISCUSSION/ANALYSIS

As the complexity of systems and number of calls for service has increased, the span of control for the Emergency Communications Manager (ECM) has grown past where it should be. The ECM reports directly to the Chief of Police and is the only supervisory employee in the Dispatch Center. The ECM is the direct supervisor for 6 full time and 3 Regular part time communications officers (30-40 hour a week benefited positions) and other part time communications officers as needed. In addition to the personnel duties the ECM also manages several highly technical systems which are located not only in the communications system but also at 8 remote sites that interfaces with a secondary dispatch center. The growth of the technical side of the business has required an increasing amount of the ECM's time.

A further substantial duty for the ECM is maintaining relationships with subscribers. The dispatch center is 100% funded through the subscriber fees paid by 16 local, state, and federal public safety agencies and 911 taxes. Subscriber fees comprise 70% of the expenditures.

To increase the capacity of the communications center to a level which will allow it to continue operating at a high level, staff has budgeted for and recommends creating an operations supervisor. A job description is attached. The position will be focused on the coordination of day to day operations allowing the ECM to take a more focused role on the technology, budget, and subscriber relationships. Funding for this position is included in the Fiscal Year 2017-18 Budget. This change in budget and structure was also approved by the subscriber board.

This position was a topic which was covered during negotiations with Astoria Public Safety Association (APSA) prior to the approval of the current collective bargaining agreement (CBA). It was agreed during negotiations that the position would be a

represented position. As required by the CBA, APSA has been notified of the creation of the new position, the hours of work, the proposed rate of pay, work schedule and provided a copy of the proposed job description.

The proposed wages for this will be added to the salary resolution as range 32. Starting wage is proposed at \$5349.44 monthly with at Step A. This wage scale will also need be inserted into the salary resolution as listed below.

Operations Supervisor	32	A	5349.44	64193.28	30.86
		B	5616.91	67402.94	32.41
		C	5897.76	70773.09	34.03
		D	6192.65	74311.75	35.73
		E	6502.28	78027.33	37.51

If this position and salary levels are approved, the Finance Department will consider this action as Council's intent to amend the salary resolution and will allow initiating the hiring process. Staff will return at a subsequent meeting with an amended salary resolution to add the scale noted above.

RECOMMENDATION

Staff recommends creating the position of Operations Supervisor, and for purposes of initiating the hiring process, establishing the salary as noted.



Eric Halverson
Deputy Chief of Police

Memorandum of Understanding (MOU)
Related to creation of the Operations Supervisor Position
For the Astoria Police Department (APD)
Entered into by and between
The City of Astoria (COA) and Astoria Public Safety Association (APSA)

The COA and APSA recognize and have previously agreed to the creation of an Operations Supervisor position. The agreements on which this MOU is based were memorialized in an MOU dated 05 October 2016. The COA current needs are such that the City Council will be asked to authorize this position. The COA current needs do not require that the position be either confidential or excluded as supervisory. The COA and APSA agree that the position will be a represented, bargaining unit position.

The COA will recommend to the City Council a salary range designated as Schedule C Range 32, which is agreeable to APSA, and is:

Operations Supervisor	32	A	5349.44	64193.28	30.86
		B	5616.91	67402.94	32.41
		C	5897.76	70773.09	34.03
		D	6192.65	74311.75	35.73
		E	6502.28	78027.33	37.51

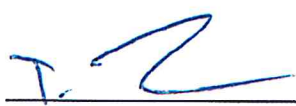
The COA and APSA agree that through the term of the current collective bargaining agreement the COA and APSA will recognize the position as represented by APSA as the exclusive collective bargaining agent for this person holding this position.

The job description dated July 2017 is attached and included in this MOU by reference.

IT IS AGREED this 31 day of July, 2017.



Brett Estes, City Manager
City of Astoria



Thomas Litwin, President
Astoria Public Safety Association



Job Description

Job Title: Operations Supervisor
Department: ASTORIA PD/911
Reports To: Emergency Communications
Manager
FLSA Status: Non-Exempt

Physical Strength: Light (L)
Prepared By: Xenium
Prepared Date: July 2017
Approved By: Brad Johnston
Approved Date: July 2017
Modified: July 2017

SUMMARY

The Operations Supervisor assists in the planning, training and supervision of the daily operations of the regional communications center serving many public safety agencies; assists in the development of specifications and policies and works with vendors on equipment acquisition and maintenance of equipment; coordinates with Subscribers and the Subscriber Board.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Oversees the operations of dispatch center, including equipment, policies and procedures, security and customer service.
2. Supervises personnel, including scheduling and assigning work, training staff and evaluating performance and program effectiveness.
3. Assists in the preparation, submission, and tracking the Emergency Communications Fund budget and makes recommendations for purchases for the communications center.

JOB DUTIES

- Assigns, schedules, directs and evaluates the work of dispatch personnel; counsels employees on performance deficiencies and takes necessary corrective measures in accordance with collective bargaining agreement and Agency policy as requested by the Communications Services Manager.
- Conducts call reviews to determine adherence to Center SOP guidelines and identifies possible training issues.
- Coordinates and directs emergency incidents in the Communications Center. Ensures notifications are made per protocol. Ensures that periodic tests of Agency equipment and back-up systems are conducted.
- Troubleshoots equipment failure and ensures notifications are made to proper technical vendors.
- Ensures proper security of the Center, screens and approves all visitors in accordance with agency policy.
- Researches and recommends policy, protocol for implementation of programs and training involving the Communications Center and develops policies and procedures for the Center subject to COP and ECM approval.
- Attends Subscriber Board meetings, takes notes and publishes minutes; assures the Board is properly informed of the Center's operations.



Job Description

- Maintains supplies of the Center, answers dispatch calls as needed, investigates comments/complaints of customers, and responds appropriately internally and externally.
- Provides leadership, training and mentoring to staff, work teams and fellow employees. Serves as a role model for accomplishing the Agency's goals and objectives. Provides direction and sets standards for excellence in internal and external customer service. Promotes professionalism with a creative approach to problem resolution that creates a positive experience for the customer (employee, user, officer, citizen).
- Possesses the ability to query databases for statistical information when needed. Programs would include Justice CAD, and eCats for Vesta.
- Serves as Dispatcher in emergency situations and otherwise as required. Maintains console proficiencies.
- Maintains punctual, regular and predictable attendance.
- Works collaboratively in a team environment with a spirit of cooperation.
- Displays excellent communication skills including presentation, persuasion, and negotiation skills required in working with coworkers/public and including the ability to communicate effectively and remain calm and courteous under pressure.
- Respectfully takes direction from Emergency Communications Manager and performs such additional duties and projects as assigned.

SUPERVISORY RESPONSIBILITIES

Supervises Center operations staff.

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 a two-year college or technical school; or one to two years related experience and/or training; or equivalent combination of education and experience.

Some knowledge of emergency service organizations and functions preferred.

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



Job Description

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

This position requires a valid driver's license and safe driving record and a DPSST Intermediate Telecommunications Certificate or greater, and the ability to obtain at least a supervisory certificate within two years of employment, or equivalent experience in another state and the qualifications and ability to obtain such certification within one year of employment in Oregon and demonstrated knowledge, skill, ability and experience sufficient to obtain a supervisory certificate within two years of appointment. Applicants with Advanced DPSST telecommunications certification, or greater or equivalent, are 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.

Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus. While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, or feel and talk or hear. The employee is occasionally required to stand; walk and reach with hands and arms.

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 moderate.

RESIDENCY REQUIREMENT

Candidates selected for this position are subject to residency requirements outlined in the Collective Bargaining Agreement section 12.2.3. To provide prompt response to our community in emergency situations, employees shall live within twenty-five miles of the Astoria City limits, or make arrangements to do meet these requirements within 1 year from date of hire.

COMPENSATION

The recommended pay scale for this position Schedule C Range 32. **this wage scale needs to be adopted by City Counsel/Association*

Employee Signature: _____

Employer Representative: _____

Date: _____



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

July 28, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LIQUOR LICENSE APPLICATION FROM JANET SHERIDAN DBA PAINT WITH A PINT LOCATED AT 1139 COMMERCIAL STREET FOR A NEW OUTLET FOR A LIMITED ON-PREMISES SALES LICENSE (FINANCE)

Discussion & Analysis

A liquor license application has been filed by Janet Sheridan for Paint with a Pint. This application is a New Outlet for an Limited On-Premises Sales License. The Limited On-Premises Sales License allows the following:

- May sell and serve malt beverages, wine, and cider for consumption on the licensed premises.
- May sell malt beverages in a container holding seven or more gallons ("keg") directly to consumers for consumption off the licensed premises. A "keg" is defined in ORS 471.478(4). If sell kegs must follow OAR 845-006-0441 (keg tag).
- May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises (the container may not hold more than 2 gallons).
- Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity).
- Eligible to apply for a "special event" license: TUAL.

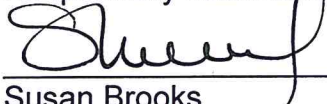
The site is located at 1139 Commercial Street, Astoria. The application will be considered at the August 7, 2017 meeting. A copy of the application is attached.

The appropriate Departments have reviewed the application. The Astoria Police Department has prepared the attached memorandum for Council's review. No objections to approval were noted.

Recommendation

Staff recommends that the City Council consider this application.

Respectfully submitted,



Susan Brooks
Director of Finance & Administrative Services



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

LICENSE TYPES

- ☐ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☒ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

- ☐ Change Ownership
☒ New Outlet
☐ Greater Privilege
☐ Additional Privilege
☐ Other _____

CITY AND COUNTY USE ONLY

Date application received: 6-26-17

The City Council or County Commission:

City of Astoria
(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: CR

Date: 6/2/17

90-day authority: ☐ Yes ☒ No

90-DAY AUTHORITY

☐ Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- ☐ Limited Partnership ☐ Corporation ☐ Limited Liability Company ☒ Individuals

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Janet Sheridan ③ _____

② _____ ④ _____

2. Trade Name (dba): Paint with a Pint

3. Business Location: 1139 Commercial St. Astoria Clatsop OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 92112 Swensen Market Rd. Astoria OR 97103
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503 741 3800 N/A
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? ☐ Yes ☒ No

7. If yes to whom: N/A Type of License: _____

8. Former Business Name: N/A

9. Will you have a manager? ☐ Yes ☒ No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Astoria
(name of city or county)

11. Contact person for this application: Janet Sheridan 503 791 8838
(name) (phone number(s))
92112 Swensen Market Rd. Astoria, OR, N/A Janet.hockman@gmail.com
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Janet Sheridan Date 5/28/17 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Janet Sheridan Phone: (503) 741-3800

Trade Name (dba): Paint with a Pint

Business Location Address: 1139 Commercial Street

City: Astoria, Oregon ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 10 to 3
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday 4 to 9
Saturday 4 to 9

Outdoor Area Hours:

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:

☐ Food service Hours: _____ to _____

☐ Alcohol service Hours: _____ to _____

☐ Enclosed, how _____

The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: ☐ Yes ☒ No If yes, explain: _____

ENTERTAINMENT

Check all that apply:

- | | |
|--|---|
| <input type="checkbox"/> Live Music | <input type="checkbox"/> Karaoke |
| <input type="checkbox"/> Recorded Music | <input type="checkbox"/> Coin-operated Games |
| <input type="checkbox"/> DJ Music | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing | <input type="checkbox"/> Social Gaming |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables |
| <input checked="" type="checkbox"/> Other: <u>Painting Classes</u> | |

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: _____ Outdoor: _____
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: 40

OLCC USE ONLY

Investigator Verified Seating: _____ (Y) _____ (N)

Investigator Initials: _____

Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: [Signature] Date: 5/28/2017

1-800-452-OLCC (6522)

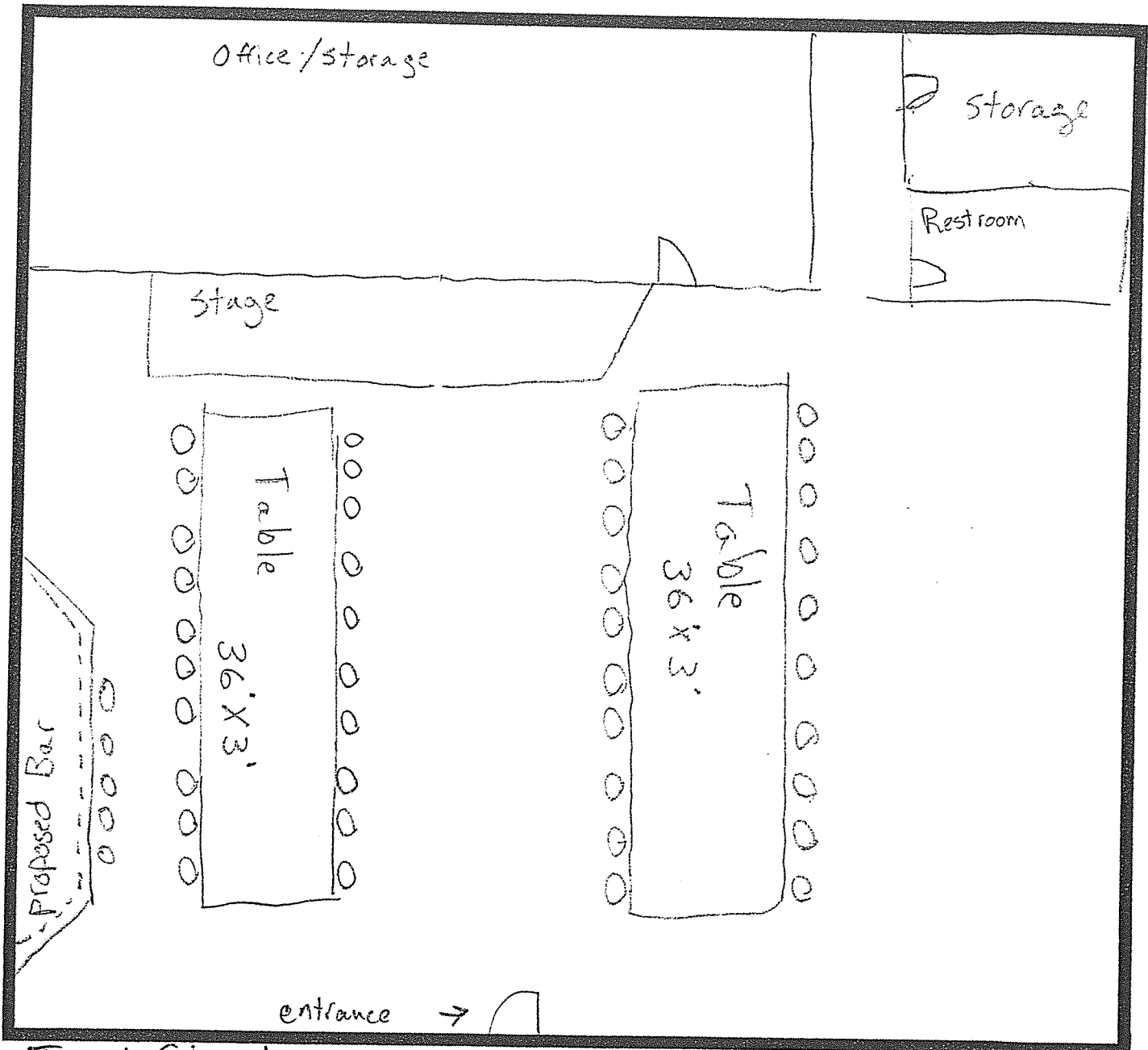
www.oregon.gov/olcc

(rev. 12/07)



OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- **Your floor plan must be submitted on this form.**
- Use a separate Floor Plan Form for each level or floor of the building.
- The floor plan(s) must show the specific areas of your premises (e.g. dining area, bar, lounge, dance floor, video lottery room, kitchen, restrooms, outside patio and sidewalk cafe areas.)
- Include all tables and chairs (see example on back of this form). Include dimensions for each table if you are applying for a Full On-Premises Sales license.



Janet Sheridan
Applicant Name
Paint with a Pint
Trade Name (dba):
Astoria 97103
City and ZIP Code

.....OLCC USE ONLY.....
MINOR POSTING ASSIGNMENT(S)

Date: _____ Initials: _____

1-800-452-OLCC (6522)
www.oregon.gov/olcc

(rev. 09/12)



CITY OF ASTORIA
FOUNDED 1811 – INCORPORATED 1856

MEMORANDUM

POLICE DEPARTMENT

DATE: AUGUST 7TH, 2017

TO: MAYOR AND COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: **LICENSE RECOMMENDATION: PAINT WITH A
PINT**

DISCUSSION / ANALYSIS

In June 2017, The City of Astoria received notice that Paint with a Pint 1139 Commercial Street, Astoria applied as a new applicant for a Limited On-Premise Sales License which will allow the on premise sales and consumption of beer, wine, malt beverages and cider.

Paint with a Pint list their hours of operation as 10:00 AM – 3:00 PM Sunday and 4:00 PM – 9:00 PM Thursday - Saturday. Consumption of alcohol will occur inside their Building where they have seating for 40. The primary purpose of the business is to offer 2 hour art classes. The applicant has listed the hours of operation to include their preparation and clean-up time however; the actual class times will be between 6 PM and 8 PM Thursday – Friday and 1-3 PM on Sunday.

APPLICANT

The applicant for the license is Janet Sheridan. Janet's husband Leonard Sheridan will work at or be involved in the operation or management of the business. Representatives from the Astoria Police Department have investigated the backgrounds of the applicants named above. No derogatory information was

located regarding Janet Sheridan. Leonard Sheridan was arrested for DUII in December of 2015. Leonard successfully completed a diversion program related to this incident and therefore was not convicted of the DUII charge. No other derogatory information was located.

NEIGHBORHOOD SURVEY

A neighborhood survey was conducted for this license recommendation. The location of this business is in a business district and therefore those surveyed were other businesses. There were no objections by any of the entities contacted.

RECOMMENDATION

Given the listed information staff has no objection to the granting of the limited on premise sales license.



Eric Halverson, Deputy Chief

**RESOLUTION OF THE CITY OF ASTORIA CITY COUNCIL IN OPPOSITION TO
PROPOSED OIL TRAIN TERMINALS IN THE LOWER COLUMBIA RIVER**

WHEREAS, the rapid development of fossil fuel resources in the western United States and Canada has resulted in numerous facility and infrastructure projects proposed to carry fossil fuels through the West Coast to supply nations beyond our hemisphere; and

WHEREAS, fossil fuel transport along the Columbia River poses a threat to the health of the river, the species which depend on the quality of the water, and the health and safety of populations along the River; and

WHEREAS, there have been multiple proposals to establish oil-by-rail terminals in the Lower Columbia River, the largest of which is the Tesoro Savage ("Vancouver Energy Distribution Terminal") proposal in Vancouver, WA, capable of shipping over 360,000 barrels of oil per day, the largest oil-by-rail terminal proposed in North America; and

WHEREAS, a dramatic increase in train and tanker shipments of oil would increase the risk of oil spills, an unacceptable threat to public safety, wildlife habitat, air and water quality, communities, and economies along the Columbia River which could dramatically impact the Columbia River Estuary, the Astoria waterfront, and the local and regional economy; and

WHEREAS, a study by the Washington Attorney General's Counsel for the Environment concludes that a significant oil spill related to the operation of the proposed Tesoro Savage oil terminal in Vancouver, WA could release up to 8 million gallons of crude oil into the Columbia River Estuary - closing fishing, harming habitat, and causing hundreds of millions in damage to the Columbia River Estuary; and

WHEREAS, a June 3, 2016 oil train derailment in Mosier, Oregon demonstrated the potential risk of oil-by-rail shipments along the Columbia River. The derailment caused a fire that burned for 14 hours, releasing 42,000 gallons of oil into the environment, with some of it reaching the Columbia River itself;

WHEREAS, the Cities of Spokane, Vancouver, Portland and Seattle, the Columbia River Treaty Tribes, and others have expressed profound concerns and opposition to the Tesoro Savage proposal in Vancouver; and

WHEREAS, the City of Astoria relies upon a healthy Columbia River Estuary for our local economy and quality of life, including a historic dependence on fishing, boating, waterfront commerce, and other river-related activities that are sensitive to oil spills; and

WHEREAS, that the City of Astoria in its adopted Advance Astoria plan supports economic growth, most particularly through the expansion and evolution of industry groups which exist and are appropriate to the area, including the maritime industry and seafood processing - which would be damaged by any fossil fuel spills; and

WHEREAS, the matters previously listed result in a need to join forces with other Columbia River communities in addressing our concerns regarding fossil fuel transport and export.

NOW, THEREFORE BE IT RESOLVED that the City of Astoria opposes any proposed oil-by-rail terminals that would increase oil shipments and the risk of oil spills in the Columbia River Estuary, and supports state legislation which will enhance safety measures in the handling of fossil fuels by rail; and

BE IT FURTHER RESOLVED that this resolution expresses the implicit values of protection of our Columbia River environment effective immediately upon its enactment by the Astoria City Council.

ADOPTED BY THE COMMON COUNCIL THIS 7th DAY OF AUGUST 2017.

APPROVED BY THE MAYOR THIS 7th DAY OF AUGUST 2017.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Councilor	Nemlowill		
	Brownson		
	Price		
	Jones		
Mayor	LaMear		