



# AGENDA

## ASTORIA CITY COUNCIL

MONDAY, NOVEMBER 20 2017

7:00 PM

2<sup>nd</sup> Floor Council Chambers  
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. PRESENTATION

- a) APD Presentation: Swearing in of Two New Police Officers Presentation
- b) ADHDA Presentation: Downtown Astoria Retail Cluster Analysis

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) CC Work Session Minutes, October 17, 2017, CC Minutes Nov 6, 2017
- b) Boards and Commissions Minutes
- c) Waiver of Fees for Holiday Downtown Parking
- d) CREST IGA for Planning Services (Community Development)

7. REGULAR AGENDA ITEMS

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

- a) Second Reading and Adoption: Ordinance Modifying City Code 5.927 Adding Additional Exemption Related to Park Hours (Police)
- b) Waterfront Bridges - Private Easements and ROW Dedications (Public Works)
- c) Waterfront Bridges - Replacement 6<sup>th</sup> -11<sup>th</sup> Streets ODOT IGA Amendments for Right of Way Services (Public Works)
- d) Reservoir Tower Sublease Agreement (Police)
- e) Liquor License Application from Pam Fox & Dwayne Smallwood, Doing Business as Bridge and Tunnel Bottleshop & Taproom, located at 1390 Duane Street, Astoria for a New Outlet for a Limited On-Premises License and an Off-Premises Sales License.

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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November 15, 2017

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF NOVEMBER 20, 2017

### PRESENTATION

**Item 3(a): APD Presentation: Swearing in of Two New Police Officers Presentation**

The Mayor will swear in Officers Andrew L. Murray and Levi T. Winfrey.

**Item 3(b): ADHDA Presentation: Downtown Astoria Retail Cluster Analysis**

Presentation by Sarah Lu Heath, ADHDA Executive Director to discuss the first half of the year and the results of the Downtown Astoria Retail Cluster Analysis.

### CONSENT CALENDAR

**Item 6(a): City Council Work Session and Regular Meeting Minutes**

The minutes of the City Council Work Session on October 17, 2017 and the regular meeting of November 6, 2017 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

**Item 6(b): Board Minutes**

The minutes for the following boards and commissions are enclosed for review:

APC: July 25, August 1 and August 22, 2017

HLC: July 18 and August 15, 2017

DRC: January 5 and August 3, 2017

TSAC: February 28, April 25 and July 25, 2017

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

**Item 6(c): Waiver of Fees for Holiday Downtown Parking**

The Association (ADHDA) is requesting that the City Council implement a waiver of overtime parking for the upcoming holiday season from Friday, November 24, 2017 through Tuesday, January 2, 2018. The intention is for no enforcement of overtime parking in the downtown, which includes the Heritage Square parking lot, as well as on-street parking; however, tickets will still be written for other violations in the Parking District, including parking by downtown employees

within the District. The City of Astoria has approved this request of ADHDA for several consecutive years; therefore, it is recommended that Council approve this request.

**Item 6(d): CREST IGA for Planning Services (Community Development)**

Community Development Department is proposing a new Intergovernmental Agreement (IGA) to allow the utilization of CREST staff for planning assistance.

A draft agreement has been prepared for Council consideration and the draft has been reviewed and approved as to form by the City Attorney.

It is recommended that the Council authorize the City Manager to sign the intergovernmental agreement.

**REGULAR CALENDAR**

**Item 7(a): Second Reading and Adoption: Ordinance Modifying City Code 5.927 Adding Additional Exemption Related to Park Hours (Police)**

Astoria High School is experiencing increased demands for student parking that has exceeded their current capacity on the school grounds. This concern is exacerbated by recent road work along West Marine Drive causing students to park further from the school and in some cases crossing a major highway on foot to arrive at school.

Currently, the City ordinance prohibits persons between the ages of 7 and 18 to be in the park during school hours. Authorizing students to park in the Park during school hours would place them in violation of the City ordinance. Some students are currently parking at Tapiola Park which presents challenges for our officers.

City Parks Department and Police Department staff met with the Astoria High School principal to explore options to increase student safety. A partial solution was discussed that included students being allowed to park on the lower parking lot of Tapiola Park during school hours. The impact to the Park would be minimal during these hours. An additional exemption added to the list of exemptions in City Code 5.927 would remedy this situation.

It is recommended that Council hold a second reading and adopt the ordinance amending City Code 5.927.

**Item 7(b): Waterfront Bridges - Private Easements and ROW Dedications (Public Works)**

As part of the Waterfront Bridges Replacement Project multiple easements are required from private property owners. Temporary construction easements are needed for eleven of the properties adjacent to the bridge construction. These temporary construction easements will only be used during construction and the property will be restored to as good or better condition as it was prior to the work. Permanent right-of-way dedication is necessary for six of the properties for the purpose of placing, installing and maintaining small portions of the new bridge structures.

OBEC Consulting Engineers, the City, and ODOT have followed the Federal Highway Administration policy and the ODOT right-of-way manual to develop property easements and dedication deeds needed for the Project. Appropriate and fair compensation for the easements and right-of-way acquisitions was based on guidance documents and a full appraisal report.

At the September 5 Council meeting, three of the eleven temporary construction easements and one of the six dedication deeds were approved. Then at the October 16 Council meeting, one more temporary construction easement and dedication deed was approved.

Another four temporary construction easements and two dedication deeds have now been signed by owners. Upon Council approval of these easements and dedication deeds, the property owners will be paid the following:

WILCOX & FLEGEL OIL temporary construction easement	west side of 6 <sup>th</sup> St.	\$1,188.00
WILCOX & FLEGEL OIL dedication deed	west side of 6 <sup>th</sup> St.	\$2,112.00
STARLIGHT ONE temporary construction easement	west side of 7 <sup>th</sup> St.	\$350.00
RIVER BARREL temporary construction easement	west side of 8 <sup>th</sup> St.	\$12,967.00
RIVER BARREL dedication deed	west side of 8 <sup>th</sup> St.	\$733.00
RON HOXIE temporary construction easement	east side of 10 <sup>th</sup> St.	\$520.00
<b>TOTAL</b>		<b>\$17,870.00</b>

The project team is coordinating signatures on two remaining dedication deeds and three easements that have been verbally agreed upon. Finalized documents will be presented to Council when available.

The total cost for the easements and dedication deeds was estimated at up to \$90,000; however, the total cost is now expected to be less than \$35,000. The City Attorney has reviewed and approved as to form the easements and dedications.

It is recommended that City Council authorize the Mayor to sign the four private easements and two dedication deeds at a total cost of \$17,870.00 for construction of the Waterfront Bridges Replacement project.

**Item 7(c): Waterfront Bridges - Replacement 6<sup>th</sup> -11<sup>th</sup> Streets ODOT IGA Amendments for Right of Way Services (Public Works)**

The City has received funding from the Oregon Department of Transportation (ODOT) through the Local Highway Bridge Program to replace the six waterfront bridges with a 10.27% City match. In August 2016, the City entered into Intergovernmental Agreements (IGAs) for Right-of-Way Services with ODOT, which need to be amended to extend the deadline for completing these services from December 31, 2017 to December 31, 2018 and update the contact person for both ODOT and the City.

Right-of-Way Services are necessary for five of the six Waterfront Bridges, so five IGA amendments are required. The City Attorney has reviewed and approved all agreements as to form.

It is recommended that Council authorize the five amendments to the Intergovernmental Agreement for Right-of-Way Services with ODOT for the Waterfront Bridges Replacement Project.

**Item 7(d): Reservoir Tower Sublease Agreement (Police)**

The City of Astoria has partnered with Verizon Wireless to build a suitable replacement communications site in order to vacate the current site at the Astor Column. The new site is known as Reservoir Ridge and as it nears completion the City must enter into a sublease for the Tower which is owned by Verizon.

As this is a shared site, the City and Verizon will both own and maintain separate 12'x20' communication shelters. The City is currently executing shelter lease agreements with our tenants currently occupying space at the Column in order to allow them legal occupancy at the new site. Our current tenants include the Astoria School District, Columbia Memorial Hospital, Northwest Natural Gas, SPOK paging, Medix Ambulance and several Public Safety Partners.

The Reservoir Ridge tower structure is owned by Verizon, which requires the City to sign a sublease to install our antennas and microwave dishes. The lease is for a period of five (5) years with four (4) automatic five (5) year extensions. The Emergency Communications Manager has worked to prepare the document which has been subsequently reviewed as to form by the City Attorney.

It is recommended that Council authorize the Mayor to sign the sublease agreement.

**Item 7(e): Liquor License Application from Pam Fox & Dwayne Smallwood, Doing Business as Bridge and Tunnel Bottleshop & Taproom, located at 1390 Duane Street, Astoria for a New Outlet for a Limited On-Premises License and an Off-Premises Sales License.**

A liquor license application has been filed by Pam Fox and Dwayne Small for Bridge and Tunnel Bottleshop & Taproom. 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.

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

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

Councilors Excused: None

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

City Manager Estes said that before proceeding with agenda items, he wanted Staff to provide Council with an update on the garbage services provided to the Parks and Recreation Department by Recology. Staff wanted feedback from Council on garbage container designs.

Director Cosby explained Staff's process for finding garbage containers which fit the City's needs while accommodating Recology's equipment and procedures. She displayed two design concepts, referred to as Options A and B, that could be developed at a reasonable cost and described the features and benefits of each. Both options would be built with lumber reclaimed from the former Yost building and would cost \$800 per container.

Councilors asked questions about costs, design options, materials, and the installation timeline. After some discussion, Councilors agreed Option A was preferred. Councilor Price suggested money be set aside each year so that funds are available to maintain and replace the containers. City Manager Estes reminded that a maintenance schedule was being developed, as recommended in the Parks Master Plan.

### **STRATEGIC PLANNING AND VISIONING**

City Manager Estes explained that Staff wanted to hear about each Council member's experience at the League of Oregon Cities Conference with regard to strategic planning and visioning. Staff also wanted to know if Council would like the City to move forward with developing a strategic plan and/or vision. He reminded that there were no funds in the budget to start this process during the current fiscal year and shared details about current projects that Staff was already working on or had committed to starting prior to the end of the year. Strategic planning and visioning is a substantial project that will require funds and additional Staff. He answered Councilors questions about specific project timelines and noted that grant funds could be lost if certain projects were put on hold.

Councilor Price said she learned at the conference that it was best to work on strategic planning and visioning simultaneously. She was concerned that without a strategic plan and vision, Council would make decisions about implementing the Urban Core Area of the Riverfront Vision Plan based on perceptions from a decade ago when the Plan was adopted. She asked how postponing the Urban Core Area could impact development.

City Manager Estes explained that the Riverfront Vision Plan was adopted as part of the City's Comprehensive Plan, which guides Development and Zoning Codes. A strategic plan and vision are not regulatory documents. He recommended the Urban Core Area be implemented prior to or during strategic planning/visioning.

City Manager Estes discussed Staff's limited capacity to work on the Western Gateway Master Plan, Riverfront Vision Plan, and strategic planning/vision all at the same time. Additional Staff would have to be hired. He recommended the City move forward with the Western Gateway Master Plan, wait until spring to see if they receive a grant for the Riverfront Vision Plan, and consider budgeting for strategic planning/visioning in the next fiscal year. Councilors noted the following points to consider: three Councilors terms would expire in 2018 and several Department Heads were in the process of changing.

Councilor Jones suggested a couple of facilitated Council discussions over the next six months on visioning to identify issues that would be addressed during the strategic planning/visioning process. These discussions could provide Council with some useful tools to use until the City has the funds and capacity to start the planning/visioning process. He believed the community's perceptions reflected in the Riverfront Vision Plan had not changed since the Plan was adopted.

Mayor LaMear said she preferred that the City move forward with the Western Gateway Master Plan and then finish the Riverfront Vision Plan because the community would provide input that reflects their vision during both of those projects. She and Councilor Nemlowill agreed with Councilor Jones that some Council discussions would be beneficial.

Councilor Nemlowill reflected on the community's involvement in the creation and implementation of the Riverfront Vision Plan. She noted that three years ago, the Council's number one goal was to create a community vision and strategic plan. Three Councilors terms will expire in 2018 and if new Councilors have different priorities from the current Councilors, the City's direction could change. A vision would guide the Council into the future.

Councilor Price said she would appreciate a Council discussion and agreed that the community provides input on its vision when they speak about individual project, so the visioning is occurring piecemeal. However, strategic planning should be Staff-based because a strategic plan is a detailed outline of what the City does and how objectives are met year to year. She believed developing a strategic plan should be up to Staff. City Manager Estes added that while Staff already provides Council with department updates and reports, a strategic plan also provides metrics for measuring how well the City provides services.

Mayor LaMear and Councilor Price said they liked Albany's strategic plan because it contained many elements that would be appropriate in Astoria. City Manager Estes recommended that Astoria's strategic plan be developed from a vision.

Councilor Brownson believed the City should move forward with the Urban Core Area of the Riverfront Vision Plan because doing so would help inform the visioning process. He shared copies of and reviewed the City of Milwaukee's Vision Statement, which had recently been updated. He believed Astoria should have a vision statement. Mayor LaMear believed the City's vision was demonstrated in City Council's Goals each year. Councilor Nemlowill wanted a vision that reflected the desire for Astoria to be a year-round community where people who work in Astoria live in Astoria. City Manager Estes suggested the goal setting session include a more strategic discussion about visioning.

The Council and Staff shared ideas for discussing Astoria's vision, possibly with a facilitator, possibly as part of goal setting, and possibly as part of the budgeting process. Councilors agreed a half-day meeting scheduled before goal setting would be best.

The Work Session was recessed at 10:20 am to convene the Executive Session.

## **EXECUTIVE SESSION**

### **ORS 192.660(2)(i) – Performance Evaluation**

The Work Session was reconvened at 11:36 am.

Regarding the City Managers performance evaluation, Mayor Arline LaMear discussed with the Council a form of evaluation proposed by Xenium. City Council then determined a 360 review will be conducted over the next two months for the City Manager, Brett Estes. In the future the 360 review process will also be used for all Department Heads.

## **ADJOURNMENT**

There being no further business, the Work Session adjourned at 11:38 am.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Manager

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, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Police Chief Spalding, Public Works Director Cook, City Support Engineer Moore, City Engineer Harrington, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

## PRESENTATIONS

### **Item 5(a): Presentation for City Forester Mike Barnes**

Mayor LaMear shared information about Mike Barnes' career with the City of Astoria, highlighting major accomplishments and wishing him well on future endeavors. She presented Mr. Barnes with a plate honoring his service to Astoria. She congratulated Mr. Barnes on his retirement.

Mr. Barnes said it had been a pleasure working for the City, and had a lot of fun with Mayor LaMear during the Bicentennial Tree Planting Project. City Staff have been fantastic to work with. He wished the City well, noting that it had an excellent resource in the Bear Creek Watershed. His main goal was quality, quantity, and ensuring the water remained clear and flowing. He was also able to help the City make a few dollars through harvest activities.

## REPORTS OF COUNCILORS

**Item 4(a): Councilor Nemlowill** reported that the community lost Mary Jo Grokey [5:06]. She believed Ms. Grokey made a big impact on many lives. She taught aqua fitness classes when the pool was at Tapiola and at the Aquatic Center. She passed around a card for everyone to sign, noting the card would be given to Ms. Grokey's family.

**Item 4(b): Councilor Brownson** reported that he attended a League of Oregon Cities Small City Support Network meeting to discuss transient room taxes and dealing with intermediaries like online travel companies. These online companies are contentious about processing the taxes according to state law. Oregon State Law mandates that the entity collecting the tax is responsible. This law will impact vacation rentals advertised on sites like Airbnb. Most online companies are compliant, but Airbnb still refuses to submit room taxes to the municipalities. In a few cases, Airbnb has attempted to get cities to agree to take responsibility for processing the taxes. The City of Astoria refused. The State is going to crack down, so Airbnb will have to collect the taxes and send them to the cities. This is just one example of issues that are common among municipalities in Oregon. The meeting was an opportunity for all of the cities in the north coast area to come together and share concerns and ideas. He also attended the Port of Astoria meeting, which he planned to attend those meetings regularly to represent Astoria.

**Item 4(c): Councilor Price** reported that she, Mayor LaMear, and Chief Spalding met with Helping Hands Director Alan Evans and Chief Jason Schermerhorn from Cannon Beach who is also a Helping Hands Board member. They discussed how to help Helping Hands come to Astoria and address homelessness in the area. Mayor LaMear is developing a homelessness task force that will be led by Chief Spalding and will include most of the social services providers in the County. Clatsop Community Action and the City have a utility assistance program. The City's program is under-used, so citizens should make use of either program if needed.

**Item 4(d): Councilor Jones** reported that Astoria was very lucky to have had a professional

**Item 4(d): Councilor Jones** reported that Astoria was very lucky to have had a professional forester. Astoria is also fortunate to have its own watershed. Only a few cities own their entire watershed.

Astoria's excellent forest management plan allows the City to harvest a small percentage each year, replant, and collect a couple hundred thousand dollars of much needed revenue, while at the same time maintaining clean water in excess of the required standards. This is phenomenal and Astoria has been very fortunate to have such an excellent forester.

**Item 4(e):** Mayor LaMear reported that she had developed a torn rotator cuff. She has appointed Joan Herman to the Planning Commission and was in the process of finalizing the homelessness task force.

#### **CHANGES TO AGENDA**

There was none.

#### **CONSENT CALENDAR**

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes: September 5, September 13, September 18, October 2 and October 16, 2017
- 6(b) Boards and Commission Minutes
  - (1) Park Board Minutes for July 26, 2017
  - (2) Library Board Minutes September 26, 2017
- 6(c) Early Repayment of Wastewater Treatment Plant Loan (Finance)**
- 6(d) IGA with Clatsop County for Building Inspection Services (Community Development)

Mayor LaMear requested Item 6(c) be removed for further discussion.

**City Council Action:** Unanimously approved Items 6(a), (b), and (d) of the Consent Calendar without a motion or second. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None. [12:25]

#### **Item 6(c): Early Repayment of Wastewater Treatment Plant Loan (Finance)**

Mayor LaMear said she just wanted to make sure the public was aware that the loan had been paid off early. She commended the City for saving funds from interest payments.

**City Council Action:** Motion made by Councilor Brownson, seconded by Councilor Nemlowill, to approve Item 6(c) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None

#### **REGULAR AGENDA ITEMS**

#### **Item 7(a): Public Hearing: Community Action Team (CAT) Proposed Housing Rehabilitation Program (Community Development)**

Community Action Team (CAT), on behalf of the City, is applying for a Community Development Block Grant (CDBG) for \$400,000 to encourage renovation of single-family homes in Astoria and the area as part of the Northwest Oregon Regional Housing Rehabilitation Program. If successful, the program will renovate approximately twenty homes owned by low and moderate-income homeowners.

It is recommended that the Mayor read the included Public Notice in its entirety and that the Council hold a public hearing to take public testimony. If the Council agrees, it would be in order for Council to authorize CAT to work at the direction of City Staff to prepare the Grant Application for submission to the State of Oregon.

Mayor LaMear read aloud the following public notice, which was also included in the agenda packet.

**CITY OF ASTORIA PUBLIC NOTICE AND NOTICE OF PUBLIC HEARING** The City of Astoria is eligible to apply for a 2017 Community Development Block Grant (CDBG) from Business Oregon. CDBG funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes.

Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2017. The maximum grant that a city or county can receive is \$2,500,000.

The City of Astoria is preparing an application for a 2017 Community Development Block Grant from Business Oregon. The proposed project will assist low and moderate income families in and around the City of Astoria and areas served by the Northwest Oregon Regional Housing Rehabilitation Program. It is estimated that the proposed project will benefit at least 66 persons, of whom 100% will be low or moderate income.

A public hearing will be held by the Astoria City Council at 7:00 p.m. on Monday, November 6, 2017 in the City Hall Council Chambers, located at 1095 Duane Street, Astoria, Oregon 97103. The purpose of this hearing is for the City Council to obtain citizen views and to respond to questions and comments about: community development and housing needs, especially the needs of low- and moderate-income persons, as well as other needs in the community that might be assisted with a Community Development Block Grant project; and the proposed project.

Written comments are also welcome and must be received by the Community Development Department by November 3, 2017 at 5:00 p.m. at 1095 Duane St, Astoria, OR 97103. Both oral and written comments will be considered by City Council in deciding whether to apply.

The location of the hearing is accessible to persons with disabilities. Please contact the City Manager's office at 503-325-5824 forty-eight (48) hours prior to the meeting if you will need any special accommodations to attend or participate in the meeting.

More information about Oregon Community Development Block Grants, the proposed project, and records about the City's past use of Community Development Block Grant funds is available for public review at 1095 Duane St, Astoria, OR 97103 during regular office hours. Advance notice is requested. If special accommodations are needed, please notify Community Development Department at 503-338-5183 so that appropriate assistance can be provided. Permanent involuntary displacement of persons or businesses is not anticipated as a result from the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low and moderate-income housing that is demolished or converted to another use will be replaced.

THE CITY OF ASTORIA Brett Estes, City Manager/Interim Community Development Director

She opened the public hearing at 7:19 pm.

Susan Wagner, no address given, said she represented CAT. Astoria is a member of the Northwest Oregon Regional Housing Rehabilitation Program, which consists of all 21 jurisdictions throughout Clatsop, Columbia, and Tillamook Counties. The program serves low and very low-income people with housing rehabilitation assistance for their homes. This is a critical component for these people because they do not have the wherewithal or the funds to make repairs to their homes to keep them safe. Many times, their roofs are falling in, their floors are soft, there are holes in the floors, or they have no working toilets. These are really desperate people. Over the last 17 years, the program has helped approximately 275 homeowners throughout the three-county service area. The Regional Loan Program is very important because it recycles the funds. These are zero interest loans given to homeowners. When homeowners pass away, sell their home, or refinance their home, the funds come back to CAT as unrestricted funds. The funds can then be loaned out to others or used for other housing projects. She asked that the City of Astoria be the lead applicant for this year's application. Astoria is in a perfect position because the City recently had a CDBG project and has all of the background and documents required to make a successful application. The required Section 3 Plan that assists low-income people with work and the Language Assistance Plan for people who speak Spanish are already in place because of Astoria's other project. She offered to answer questions.

City Manager Estes noted that the City's most recent CDBG was the Senior Center grant. The work done for that project is still valid.

Ms. Wagner added that the last housing rehabilitation program sponsored by the City of Astoria was in 2011. The goal is to market the program locally. In order to avoid needing a memorandum of understanding between Astoria and two other applicants, CAT asks that the program be available to the entire region. CAT preferred that Astoria serve as the lead applicant and allow the housing rehabilitation program to be used as it stands.

Mayor LaMear said she was excited about this program. Every community in Oregon is talking about affordable housing and homelessness. Astoria has very little buildable land, so this program is perfect for the city. Ms. Wagner noted that the program preserves the homes that are most at risk. CAT wants to protect those homes and keep people in their affordable houses.

Councilor Jones asked what Staff and monetary resources would be necessary to participate in or oversee this program. City Manager Estes said the Community Development Department would need to complete the application and manage the loans. The Finance Department would work with CAT to close out the grants throughout the year.

Councilor Price asked if the money earmarked for management would come to the City to pay for Staff's costs. City Manager Estes said no, that money would go to CAT. Ms. Wagner explained that CDBG does not allow the funds to supplement the jurisdiction's finances unless they hire a new employee.

Councilor Price said this program would serve about 22 homes in the region with an average loan of about \$20,000 per home. She asked how many homes in Astoria would be served.

Ms. Wagner said she spoke with Mike Morgan and City Manager Estes about CAT's intent to market the program to Astoria and the surrounding region, primarily the surrounding area. The projects are available on a first come basis to those who have their paperwork in order. The program would be marketed first in Astoria since Astoria would be the lead applicant. Letters will be sent out in the water bill to all Astoria residents, advising residents of the program, letting them know how to contact the City if they are interesting in being added to the current primary wait list. City Manager Estes explained that the last time the City of Astoria applied for this grant was in 2011. The jurisdictions in the three-county rotate as lead applicant so that all jurisdictions receive reciprocal benefits.

Councilor Price asked if there were deadlines for applications or for use of the funds. Ms. Wagner said the application is due December 29, 2017 and CAT is ready to put the application together as soon as they receive approval from the State. If City Council approves this tonight, she will send the already completed project intake form to City Staff. The City will then be invited to submit an application by December 29<sup>th</sup>. The application will go through a rating and ranking process and a decision will be made by February. Astoria will then have two years to complete the projects, but CAT hopes to get them done in 18 months or less.

Councilor Price asked how the amount of \$400,000 was determined. There is a lot of money in this project and she believed millions could be distributed outside of the I-5 corridor. Ms. Wagner responded there is never enough money. The project allows for the statutory amount set by the State and \$400,000 is the maximum.

Councilor Price asked who would put together the external loan committee and who would be on the committee. Unidentified Speaker said the City of Astoria would appoint committee members.

Mayor LaMear called for public testimony. Hearing none, she closed the public hearing at 7:29 pm and called for Council discussion and deliberation.

Councilor Nemlowill said she wanted to hear from City Manager Estes. This is not a big project, but at the last work session, Council discussed all of the projects they wanted the Community Development Department to complete. Council realized not all of the projects could be completed because the City has so much going on already. She asked City Manager Estes if this project was a good idea. The program would benefit some citizens and help provide much needed repairs to homes in Astoria. City Manager Estes said he definitely believed this was a great idea. The project would simply continue work that Staff has already been doing, so he did not see this project as adding new and different work above and beyond what the Community Development Department has been doing already.

**City Council Action:** Motion made by Councilor Jones, seconded by Councilor Brownson, to authorize CAT to work at the direction of City Staff to prepare the Grant Application for submission to the State of Oregon. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

**Item 7(b): Proposed rate increase for water customers outside City limits (Public Works)**

The City of Astoria owns and operates a waterworks and water distribution system that consists of water treatment, storage, and distribution. Users of the water system are charged rates that reflect costs of ownership and operation of the water system as a public utility. Although owned by and operated primarily for the citizens of Astoria, the system also provides water to water districts and customers outside the Astoria City limits.

As described in the Resolution, water customers outside the City limits are charged an additional amount. Water Districts are charged an additional 10 percent charge. This was implemented in 1984 and has not been adjusted since that time. There are several standard costs that are quantifiable which justify a basis for rate differentials between inside and outside City limit customers and are recognized by the American Water Works Association (AWWA). There is also a variety of additional direct costs specific to Astoria's system associated with serving outside-of-City customers.

In consideration of water system infrastructure needs as well as operation and maintenance burdens as a result of serving water customers outside City limits, staff is recommending increasing the percentage rate for these customers to better reflect a fair and equitable contribution from them. It has been determined that an overall increase from 10 percent to 25 percent would more fairly represent the added financial responsibility of serving these customers. In order to minimize the impact of the recommended 15 percent increase, it is being proposed that the City increase the additional percentage by 5 percent each year for 3 years. In order to provide time for planning and budgeting, it is recommended that the first increase start on July 1, 2018. Another increase would then occur on July 1, 2019 and again on July 1, 2020. Funds obtained from these increases will be focused on capital improvement projects and maintenance/operations at the water system headworks.

It is recommended that City Council consider the proposal and authorize staff to prepare an updated Resolution for Water Service that implements a 5 percent increase to the charges outside City limits to a total 15 percent to take effect beginning July 1, 2018. In addition, provide concurrence with the strategy of future rate increases that will be presented to Council in subsequent annual water resolutions.

City Support Engineer Moore gave a detailed PowerPoint presentation of the information provided in the agenda packet. She explained the current water rates charged to customers outside Astoria city limits, which are impacted by the way that water is delivered to those customers. Astoria serves seven water districts outside city limits, as well as Tongue Point Job Corps, which is the biggest water user outside city limits, the Coast Guard, the fairgrounds, forestry, the bridge, and a few residences not within any of the water districts. Staff has been discussing the proposed rate increase with these customers for a few months and they were encouraged to attend this meeting. Staff believed the proposed increase was fair and equitable for these customers. Staff is also considering updating the Water Master Plan and future capital improvement projects. The City submits its rate structure to agencies that provide funding for projects, ensuring that the City is managing its system appropriately. She noted how Astoria's water rates compared to surrounding communities and the industry standard.

Mayor LaMear called for public comments on the proposed water rate increase for customers outside city limits.

Tom Alfonse, 37665 Timber Lane, Astoria, said he gets water from the City's main line. From the main line, the water goes through his meter and water lines. The City reads one meter ever two months. He takes care of and pays for all the breaks from the main line to his house. The City used to take care of major breaks because he never got to use the water that was lost. However, it does not work that way today. Once the water goes through the main meter, he pays for it regardless of what happens to it. He has paid through the nose for water he has never been able to use. The City charges \$3.87 per thousand gallons, but he pays \$9.80 per thousand gallons. His average lowest water bill is \$60 a month. This increase will affect many people in the area who do not currently pay their water bill. He must look for 12 people every month to get their money. The City definitely cannot increase their rate by 25 percent in two years. It is unbelievable that the City would even consider this.

His area has the City's best customers. They buy the water from Astoria, and from that point on, it is their problem. They are being sectioned out. They get the water before the City does because they are closer to the headwaters. Yet, they are being penalized.

Councilor Price asked what water district Mr. Alfonse was with and how many customers that district had.

Mr. Alfonse said he was from the John Day Water District, which has 123 customers. Councilor Brownson served on the district's board at one time when he lived in the area, so he is familiar with many of their problems. Working on the highway in the middle of November when the water lines break is unbelievable. The water lines were built in 1953 with parts from Tongue Point. The district has been trying to work with the Corps of Engineers on a new system, but that takes a lot of money. The district charges \$9.80 per thousand gallons, which already kills the customers and the district still cannot get ahead.

Councilor Brownson explained that the water district pays Astoria's fee, but the district also has to administer, maintain, and distribute the water it buys from Astoria. So, the water district's costs are added to what they pay Astoria.

Mayor LaMear understood the fees displayed by Engineer Moore were just the fees paid to the City, not the total fees charged to customers by the water districts.

Brian Crouter, 92761 Claremont Road, Astoria, said he a board member and water quality technician for the Fernhill Community Water System, a small, customer-owned water company with approximately 95 owners. They charge over \$10.00 per thousand gallons to help pay for the infrastructure and water loss. They also have a surcharge of \$17.85 to fix a water main on John Day. He believed the company was a customer in good standing with the City of Astoria. The City only provides the company with water, no infrastructure maintenance, meter reading, or late notices. For several years, the company has been repairing and replacing their failing infrastructure as much as money allows. They have been experiencing a considerable amount of water loss for quite some time, but do not receive the leak adjustments that City of Astoria customers receive. They are required to pay the full rate for losses. When the City said the company needed to replace the master meter, they promptly paid the \$4,000 cost. They currently pay 10 percent higher rates than customers do in the city limits, but they are only paying for water without the added services for their customers. He would be comfortable with the rate increase if it were dispersed among all customers, including those in the city. He was against any water rate increase just for out of town customers.

Guy Rivers, 1438 Jerome Avenue, Astoria, said he was Finance Administration Director at Tongue Point Job Corps Center, which is a United States Department of Labor program. He works for the contractor that operates the program on behalf of the Department of Labor. His company is in the middle of a five-year contract and it is a fixed dollar contract. They appreciate the relationship they have with the City and believe the City has been very fair. He asked Council to consider that with a fixed dollar contract through 2020, additional costs must come from somewhere else in the program. Tongue Point uses 2.5 to 3 million gallons of water each month, so the rate increase will be a significant amount of money. The additional cost is not insurmountable, but the dynamics of the program will change.

Tom Savage, 37359 Labiske Lane, Astoria, said he was a member of the Olney-Walluski Water Association. They get good quality water, which they appreciate. The services mentioned in the memorandum are services that are provided by the association, like additional costs for operations, maintenance, meter readings, service calls, emergency response, and monitoring. The memorandum mentions that the association does not have water storage, but the costs associated with the rate increase are not made clear. He looked at the current budget and was unable to see any connection to increases in costs associated with water users outside of city limits compared to all users. The association's water system was built in the 1970s, so much of their 14-mile main line is near the end of its useful life. They just took out a loan for \$500,000 to pay on a \$1 million contract to fix the worst portions of the main line and they still have several phases of work left to complete. They are trying to complete the work in a way that the members can afford the increased costs. Any time the city users get a rate increase, so does the association. Even though the proposed increase is incremental, there are many people in his community that cannot afford even small increases.

City Manager Estes noted an email from Olney-Walluski Water Association President Ken Klee was made available at the dais.

Cindy Johnsen, 37815 Eagle Lane, Astoria, said she is new to the water board and this issue was new to her. She made handouts available at the dais. She said the memorandum was confusing and she had to read it three or four times just to figure it out. She was not sure if the entire amount was increasing by 20 percent or 25 percent, but now she understood that the first increase would be 10 percent, the next increase would be five percent, and so on until 2020. The rate always increases 10 percent, but next year in July, it would be 15 percent. She referred to the back page of her handout and said the total amount the water district actually pays Astoria is \$37,927. By 2020, the water district will be paying \$48,086 for the same amount of water. She presented a copy of her water bill and said currently, her water bill is about \$80, but by 2020, it will be \$102.69. There are 123 people in her water district, most of who are retired and on fixed budgets. Putting this burden on people who are already on fixed budgets is not realistic. Almost 10 percent do not currently pay their bill because the rates are already over their heads. She presented a copy of a flyer that she placed on mailboxes to inform people because the water district had no way of communicating to their customers about this meeting. The district also started a Facebook page. If she had not joined the board at the beginning of October, she would not have known why her rates were increasing. She already wonders why she pays so much for water. She does not want her water bill to go up. Her handout included a list of rates for the local area water districts. Her district pays more for water than anywhere else does. Knappa gets 6,630 gallons for \$41. Her district pays 10 percent more than Astoria customers. Her taxes are also going up. Her tax bill went up \$400 this year.

Alex Raichl, 37579 Labiske Lane, Astoria, said he just joined the Olney-Walluski Water Association Board. The association just completed a major upgrade to their system and made repairs. Much of the work was related to a natural disaster on Highway 202, which resulted in traffic being diverted across the association's water lines. The road was damaged and as they fixed leaks, more leaks were found. The association paid for all of that work and never received leak credits. They only use five to ten percent of Astoria's water production and he did not believe it was right to put a high rate increase on users outside the city because they are already paying a massive rate. The association does all of its own meter reading and repairs. This work has nothing to do with the City's repairs, maintenance, meter reading, or adjustments. Raising the rates charged to customers who already do not pay their bills will make the situation twice as bad.

Mayor LaMear closed the public hearing at 8:01 pm [1:01:25] and called for a response by Staff. She was not aware that the water districts were responsible for all of their own repairs and maintenance.

Engineer Moore explained that the water districts have a master meter. Astoria supplies water to the master meter and all of the infrastructure beyond that meter belongs to the district. The districts maintain and operate their own infrastructure, including their customers' water meters. The districts are also responsible for billing their customers. The rest of the customers outside city limits are served by Astoria the same as customers inside the city limits. Astoria must maintain all of the infrastructure to all of the meters outside the city limits. None of the districts have their own storage, so Astoria operates its water system to compensate for that. The City is considering building a clear well at the head works to store water for the out of city customers. Astoria takes on the vulnerability and must ensure their system constantly flows to accommodate peak usage. This means the system cannot run as efficiently as it would if there were storage. The current water plans recommend that the City require water districts to have their own storage. The City is trying to balance what is fair and equitable for all customers, even though out of town customers require extra services, maintenance, and operations because of the current configuration of the infrastructure.

Mayor LaMear confirmed that a clear well was a storage tank located at the headworks. Engineer Moore added that a clear well does not serve customers directly, but would feed into the transmission main.

Councilor Jones asked if the Seaside and Cannon Beach water districts also paid for their own infrastructure maintenance. Engineer Moore said Seaside had a water district that operated similar to Astoria's, but Seaside charges them 100 percent more. Warrenton's situation is unique; they supplement Gearhart's water in the summer, but Gearhart has their own infrastructure to maintain and their own customers to bill. Other communities in the area have customers outside city limits, just as Astoria does. Astoria has not evaluated their rates since 1984 and the water rate study did not address this particular part of the water rates. She confirmed the study, completed eight or nine years ago, was intended to evaluate the City's needs and implementation of water and sewer rates to ease the burden of infrastructure improvement costs.

Councilor Nemlowill confirmed the proposed increase to out of city users would contribute to the clear well project. She asked if the clear well would satisfy the Water Master Plan's recommendation to require storage for the water districts. Engineer Moore stated that with a clear well, Astoria could manage their system more efficiently. The clear well would be a compromise that would allow Astoria to compensate for the districts' lack of storage.

Councilor Nemlowill asked how Staff determined that a 25 percent increase was appropriate. She agreed with comments that there was a lack of clarity between the costs associated with proposed rate increase. Engineer Moore explained that separating costs is challenging. Even the budget does not separate the costs because everything the City does for it's in town customers is done more so for it's out of town customers. Therefore, Staff used guidelines provided by financial advisors. Twenty-five percent is low end range of what is standard and Staff believed that was a fair increase. This increase would still keep Astoria's rates much lower than surrounding communities. City Manager Estes added that a 25 increase would not fund the entire clear well project, but Staff believes 25 percent is an appropriate contribution. If this rate increase is not approved, Astoria would still need to fund the clear well project by increasing rates charged to all water users, both inside and outside city limits.

Councilor Brownson clarified that the rate is 10 percent now and it would increase by 15 percent over three years to a total of 25 percent, not an increase of 25 percent over the 10 percent currently being charged. The money coming into the City from this increase would not be much. He asked if the City needed a clear well because of the water districts or for some other reason. The breweries and fish processors use a lot of water and water levels can get low in the summer. Engineer Moore confirmed the need for a clear well had nothing to do with water usage inside city limits. The well would not provide enough storage to mitigate for canneries, huge flows, and fluctuations in usage. However, the well would buffer the flow when a large amount of water is taken from the system, like when there is a fire. Staff would recommend a clear well even if there were no users outside city limits, but those users would be taken into consideration when determining the size of the well. The City's well will need to be larger because of the customers that do not have storage.

Councilor Price confirmed the clear well could cost between \$1 million and \$2 million. She asked for documentation that explains why in 1984 the surcharge was dropped from 50 percent to 10 percent. Engineer Moore said she did not have any documentation and it would take quite a bit of effort for staff to find that information.

Councilor Price said that over the past year or two, City Council has been reassessing administrative fees for everything. The drawback of keeping fees low for years is that eventually, the fees have to be raised. This creates a problem because people have been thinking fees would remain low. Her biggest concern was Tongue Point. The rate increase would cost Tongue Point about \$12,000 a year. She was also concerned about comparing Astoria's rates with surrounding communities' rates and wanted more details about what other municipalities are doing. She recommended the rate increase be postponed for two years so that Tongue Point could budget properly and to give water districts time to figure out how to make their rates work for their customers.

Councilor Jones said he was undecided. No one likes raising rates, but one of Council's goals is to consider ways to generate revenue for the City. Council asked all of the City's departments to recommend ways to generate appropriate amounts of revenue. Council has looked at most of the City's fee structures and several fees have been raised. Since 1984, Astoria's out of town customers have been very fortunate compared to other municipalities. The proposed rate increase is still well below industry standards and he believed Council should approve it.

Councilor Nemlowill stated that unlike the other rate increases, this one is for water, which everyone needs. She believed going from 10 percent to 25 percent was too sharp of an increase for water. She did not have clear evidence that the City is losing money on out of town customers. Every time Astoria's water rate increases, so does the rate charged to customers outside city limits. This means those customers are paying more than they were in 1984, even though the percentage is still the same. She understood Staff's point and believed the City was very constrained financially. However, a 15 percent increase is too high.

Councilor Brownson said he was very familiar with how difficult it is for small water districts to function. It is a huge burden for small communities to maintain and operate. The few people how operate these districts work

hard and get very little compensation. He believed the number of people on fixed incomes in those districts is much higher than in Astoria. The districts lose a lot of water when there is a large break in a line. Rate payers in the city do not get charged for water lost by a break in a line because Astoria absorbs that cost. But customers in the water districts are billed for the water losses, which can be thousands of gallons even before the location of the leak can be found and patched. If a rate increase is necessary, it should be lower. He agreed postponing the rate increase would be appropriate for the job corps. He asked if the rate for Astoria water users would also increase to help fund the clear well project.

City Manager Estes explained that the annual infrastructure costs and water rates are determined during budgeting each year.

Councilor Brownson did not agree that this proposal was necessary because everything has been working pretty well up to this point. There have been fires outside the city and nothing has gone wrong. There have been major breaks and Astoria has not been wounded too badly by them.

Councilor Jones confirmed that the proposed resolution would only implement a five percent increase on July 1, 2018. Staff would still have to propose rate increases for future years for Council to consider separately.

City Manager Estes added that if Council chooses to implement the five percent increase, Staff would still need to present Council with the resolution. And if Council directs Staff to move forward with their proposal for future rate increases, Staff would add those increases to water rate resolutions in subsequent years for Council to consider. This would allow Staff to budget for the increases, but they would not be implemented until Council approves each increase year by year. The City used this same approach when increasing rates at the cemetery.

Councilor Nemlowill asked if Staff was prepared to propose an alternative now.

City Manager Estes said it was up to Council to decide how these needs should be addressed. Even if rates for out of town users are not increased, Astoria still has to maintain infrastructure, so the costs would be spread amongst all rate payers. This could result in Astoria's taxpayers paying more for the services provided to those who live outside city limits.

Mayor LaMear said she has learned a lot about water districts that she had not known prior to this meeting. She appreciated everyone who spoke about the proposed rate increase. She had assumed the rate increase was necessary because Astoria provided maintenance, but that is not the case. She believed the costs should be shared by all water users. Additionally, everyone should support the well because it is necessary.

Councilor Jones believed the fundamental issue was fairness. The rates Astoria charges it's out of town customers are extremely low compared to industry standards and neighboring jurisdictions. He would vote in favor of a motion to increase rates by five percent effective July 1, 2018. A year from now, he would like Council to revisit this issue with more details about how much maintenance the City of Seaside provides in exchange for the 100 percent surcharge they charge. He believed Council would be voting on a commitment to increase the water rate by five percent each year for the next three years. However, he now understood that was not the case. Council is just being asked to vote on imposing a five percent increase effective July 1, 2018. Future rate increases would have to be discussed at a future date.

City Manager Estes explained that the proposal was structured to find out if Council supported the full 25 percent over three years. In the next month or so, the only thing Staff can propose is a resolution to increase the rate on July 1, 2018. Council can direct Staff to come back with a resolution at a future meeting for the first year at five percent, and then discuss other rate increases later.

Councilor Nemlowill said she wanted Council to agree on a compromise and resolution.

Mayor LaMear stated she was opposed to any increase. Councilor Price said she was in favor of a five percent increase, effective July 1, 2019. Councilor Brownson said he was opposed to an increase at this time, but could agree to implement it in 2019. Councilor Nemlowill said she wanted Council to agree on a total increase because it is not fair that people do not know how much their water rates will go up. Determining a total rate increase would also allow Staff to plan financially. She did not want the rate to increase by more than 7.5 percent.

**City Council Action:** Motion made by Councilor Jones, seconded by Councilor Nemlowill, to authorize Staff to prepare an updated Resolution for Water Service that implements a 2.5 percent increase to the charges outside City limits to a total 12.5 percent to take effect beginning July 1, 2018, and give Staff Council's concurrence with the strategy of future 2.5 percent rate increases on July 1, 2019 and July 1, 2020 to be presented to Council for discussion in 2018.

Mayor LaMear asked how a 2.5 percent increase would impact the City's budget. Staff confirmed that a 2.5 percent increase would generate an additional \$12,500 in annual revenue and implementing the rate increase would not incur any additional costs.

Motion carried 4 to 1. Ayes: Councilors Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: Councilor Price.

City Manager Estes stated the first resolution to implement a fee increase on July 1, 2018 would be presented to Council during their first meeting in December.

**Item 7(c): First Reading and Public Hearing: Ordinance Modifying City Code 5.927 Adding Additional Exemption Related to Park Hours (Police)**

Astoria High School is experiencing increased demands for student parking that has exceeded their current capacity on the school grounds. This concern is exacerbated by recent road work along West Marine Drive causing students to park further from the school and in some cases crossing a major highway on foot to arrive at school.

Currently, the City ordinance prohibits persons between the ages of 7 and 18 to be in the park during school hours. Authorizing students to park in the Park during school hours would place them in violation of the City ordinance. Some students are currently parking at Tapiola Park, which presents challenges for our officers.

City Parks Department and Police Department staff met with the Astoria High School principal to explore options to increase student safety. A partial solution was discussed that included students being allowed to park on the lower parking lot of Tapiola Park during school hours. The impact to the Park would be minimal during these hours. An additional exemption added to the list of exemptions in City Code 5.927 would remedy this situation.

It is recommended that Council hold a public hearing and consider holding a first reading of the ordinances amending City Code 5.927.

Mayor LaMear opened the public hearing at 8:40 pm and called for public comments. Hearing none, she closed the public hearing at 8:40 pm.

Councilor Brownson said it sounded like the high school had parking problems in general. Even if the situation on the highway was good, students would still be parking on the highway. The school does not have adequate parking space for all of the students that want to drive to school. He wanted to know if the school has a plan for handling the situation. Allowing students to park at Tapiola is not a long-term solution.

Director Cosby said this problem arose towards the end of the last year. As the economy gets better, more students are purchasing cars and driving to school. The school is not sure if the parking problem will continue, so they are considering all options. The proposed exemption to City Code has not been specified for just this year because Staff would like to test it and see how it works out. The law was put into place to prevent high school students from misusing the park and encourage them to go to school, so she really liked the way the Police Department wrote the ordinance, saying students must go directly to school and that the school principle is responsible for students during school hours. The park is not being fully utilized during the school year during school hours.

City Manager Estes said sharing parking lots is a good urban planning tool. Even though more drivers on the lot will increase maintenance, the need to build more parking lots is reduced.

Councilor Brownson stated there was some opposition in the community. He was in favor of the exemption, but preferred it be limited to this year. Council could reconsider the issue again next year. City Attorney

Henningsgaard explained that flexibility built into the ordinance allows the high school to set the rules. Students cannot park at Tapiola unless they have been authorized to do so by the high school. City Manager Estes confirmed that if any issues arose, Staff would let Council know so that Council could make necessary changes.

Councilor Nemlowill said she did not see a problem with the amendment and felt good about the City and school district working together.

**City Council Action:** Motion made by Councilor Nemlowill, seconded by Councilor Jones to conduct the first reading of the ordinances amending City Code 5.927. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Director Brooks conducted the first reading of the ordinance.

**Item 7(d): Authorization to Solicit Proposals for Architecture/Engineering Services - Library Renovation Project (Library)**

Council voted unanimously in May 2017 to renovate the current library. The process of developing the Request for Proposal (RFP) process began following the direction received from Council. Public Works staff have been instrumental with guiding the process. Ann Gyde has been placed on a Personal Services contract to assist with developing the proposal. Ann is retired from Clatsop Community College recently serving as a Project Manager for the Patriot Hall project. The RFP will be published following Council authorization to proceed.

The RFP will secure architectural services to study, evaluate, and update the preliminary work done by others during the Library Renovation study led by Ruth Metz in 2013. The firm will also complete evaluation of the current library to include assessing code requirements, necessary infrastructure upgrades, and preliminary budget development. We will also request conceptual design and graphic renderings to assist with fundraising efforts.

Upon completion of our Capital campaign the firm will develop a final design, structural plans, budget, construction documents, and assist with bid development for the construction process. Following receipt of proposals, they will be reviewed by a panel comprised of staff and library board members. It is anticipated a negotiated contract will be brought to Council in February 2018 for consideration.

It is recommended that Council authorize Staff to solicit proposals for the Library Renovation Project.

City Manager Estes explained that the architectural and engineering work would be a first step towards providing the framework for the project and was intended to inform fundraising efforts. The second step would include more specific structural and design plans, budgeting, and public engagement. Staff briefly reviewed their process for developing the RFP and explained the procedures for selecting a proposal. A contract would be presented to Council in February 2018.

Councilor Price asked if Staff believed that someone with architectural experience should review the RFP. City Manager Estes explained that someone with a project management background was necessary, but Staff and Council could discuss the possibility of having the RFP reviewed by an architect. Councilor Price stated Staff had schedules for previous projects and asked if Council could get a schedule for this project. City Manager Estes said this project was moving forward differently from past projects that were funded prior to hiring an architect. Councilor Price said she wanted a timeline that included the foundation's deadlines and the contract proposal in February. The project is large, it is important to the community, and many people are invested in it. Knowing what the steps are makes it easier for Council to oversee the project and communicate to the public. City Manager Estes suggested discussing fundraising efforts with the foundation.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Brownson to authorize Staff to solicit proposals for the Library Renovation Project. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

**Item 7(e): Request to Cut Trees in West Niagara Unimproved Right of Way (Public Works)**

Steve Roman, 456 S. Denver and Dan Seeley, 303 W. Niagara have submitted an application to fell/cut trees in City Right of Way. The Right of Way is an unimproved section on W. Niagara. The previous homeowner planted the trees as a hedge, they were never pruned and now stand about fifty feet tall. Mr. Roman's request is cutting the trees for view whereas Mr. Seeley's request is cutting for hazardous tree concerns. There are three other residents who have implied that they agree with the cutting of the trees. Their plan is to cut the trees to the ground and replant with shrubs.

Because there is a City water line running through this area and the potential for the roots to damage the line is high, staff is in favor of removing the trees. Typically, the Engineering Department would approve of this request; however, due to the number of trees affected it was determined this would be brought before the City Council for consideration.

Should City Council agree with this request, staff highly recommends the following condition be included in the permit: Applicants shall employ erosion control measures recommended by the city or geologist and take any other measures required to stabilize all disturbed areas and assure that new growth is fully established.

Staff recommends that Council consider the proposed removal of trees within the unimproved public right of way.

Mayor LaMear confirmed that no letters of opposition had been received by Staff. She also confirmed that about 35 or 40 trees would be removed. She asked if City Engineers had any issues with this proposal. Engineer Harrington displayed photographs of the area and said he wished the trees had never been planted in that location because the roots are a hazard to the water lines, which would be difficult and messy to repair. Additionally, it is difficult to get equipment into the area.

**City Council Action:** Motion made by Councilor Jones, seconded by Councilor Brownson, to approve the application by Steve Roman and Dan Seeley for the removal of trees within an unimproved public right of way on W. Niagara, with the conditions of approval recommended by Staff. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

**Item 7(f): Change Meeting Dates in 2018 that Fall on Holidays (January 1, January 15, February 19, September 3, 2018)**

Astoria City Hall will be closed on Monday, January 1, 2018 for New Year's Day; Monday, January 15, 2018 for Martin Luther King, Jr. Day; Monday, February 19, 2018 for Presidents' Day; and Monday, September 3, 2018 for Labor Day, therefore, it is recommended that council vote to move the meetings to the following Tuesday, respectively.

**City Council Action:** Motion made by Councilor Price, seconded by Councilor Brownson to reschedule City Council meetings that fall on a holiday to the following Tuesday. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

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

Linda Dugan, 1017 Franklin, Astoria, noted she had made handouts available at the dais and said she had an insurance agency at 1139 Exchange, Astoria. As an insurance agent, she is able to write policies that are dependent on the crimes in the area. She gets information about crime from Sperling's Best Places to Live. She compared 2011 crime ratings for Seaside, Astoria, and the United States to 2017 crime ratings for the same areas, noting that Astoria's crime rating has increased almost two points in six years. Homeowners have been complaining that the cost of their insurance policies are increasing and she can no longer insure against risks that she was previously able to write policies for. She added that violent crime in Astoria was high as well. She encouraged Council and Staff to look up the data and consider making changes that would improve the community.

Councilor Jones asked how many incidents and violent crimes occurred each year, and if the rating was high because Astoria was such a small community. Ms. Dugan said she did not know how the rating was calculated, but believed population was a factor.

Councilor Price confirmed that the work session on November 8<sup>th</sup> would begin at 8:00 am. City Manager Estes reminded that the Council had requested a half-day work session to discuss the vision of the community.

Mayor LaMear said she preferred the meeting begin at 9:00 am.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 9:07 pm.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
City Manager

DRAFT

**DESIGN REVIEW COMMITTEE**  
**Astoria City Hall**  
January 5, 2017

CALL TO ORDER:

President Rickenbach called the meeting to order at 5:30 pm and announced the Election of Officers and Approval of Minutes would be conducted after the Public Hearing. The DRC proceeded to Roll Call at this time.

ELECTION OF OFFICERS – ITEM 2:

This Item was addressed immediately following Public Hearings.

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the DRC needs to elect officers for 2017. The 2016 officers were President Jared Rickenbach, Vice President LJ Gunderson, and Secretary Sherri Williams.

President Rickenbach moved that the Astoria Design Review Committee re-elect President Jared Rickenbach, Vice President LJ Gunderson, and Secretary Sherri Williams for 2017. Motion passed unanimously. Ayes: President Rickenbach, Vice President Gunderson, Commissioners Phelps and Hensley. Nays: None.

The Committee proceeded to Approval of Minutes at this time.

ROLL CALL – ITEM 3:

This Item was addressed immediately following the Call to Order.

Commissioners Present: President Jared Rickenbach, Vice President LJ Gunderson, Leanne Hensley, and Hilarie Phelps.

Commissioners Excused: Derith Andrew

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

The DRC proceeded to Public Hearings at this time.

APPROVAL OF MINUTES – ITEM 4:

This Item was addressed immediately following Election of Officers.

President Rickenbach called for approval of the August 4, 2016 minutes. Commissioner Hensley noted the spelling of her name needed to be corrected.

Vice President Gunderson moved to approve the August 4, 2016 minutes as corrected. Motion passed unanimously.

The Committee proceeded to Status Reports at this time.

PUBLIC HEARINGS:

Public Hearings were conducted immediately after Roll Call.

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

ITEM 5(a):

DR16-03            Design Review DR16-03 by Barbara A. Bower to construct a new 6,350 square foot single family dwelling at 2405 Mill Pond within the Gateway Area in the AH-MP, Attached Housing-Mill Pond zone.

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

President Rickenbach declared a potential conflict of interest as a contractor. However, he had not been consulted on this project and did not believe it would be an issue.

President Rickenbach called for a presentation of the Staff report.

Planner Ferber reviewed the Findings and Conditions contained in the Staff report. No correspondence had been received and Staff recommended approval with conditions.

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

Michael Barclay, 11733 SE 40<sup>th</sup> Ave., Milwaukie, OR, stated he worked for the design firm for this project and this was the exact same submittal presented to the Committee a couple of years ago. He did not have any questions because Staff did such a good job. He had nothing to add, but was happy to answer any questions. He confirmed for Commissioner Gunderson that specific lighting fixtures had not been chosen, but they would all be up/down lights that would not cast illumination beyond the property.

President Rickenbach called for testimony in favor of, impartial, or opposed to the application. Hearing none, he called for closing remarks from Staff. There were none. President Rickenbach closed the public hearing and called for Committee discussion and deliberation.

Vice President Gunderson said the project met all of the criteria and would be a great addition to Mill Pond.

Vice President Gunderson moved the Astoria Design Review Committee adopt the Findings and Conclusions stated in the Staff report and approve Design Review DR16-03 by Barbara A Bower with the condition that lighting must be down lighting; seconded by Commissioner Hensley. Motion passed unanimously. Ayes: President Rickenbach, Vice President Gunderson, Commissioners Phelps and Hensley. Nays: None.

President Rickenbach read the rules of appeal into the record.

The Committee returned to Election of Officers at this time.

STATUS REPORTS – ITEM 6: Report on 250 Roundhouse Road

This Item was addressed immediately following Approval of Minutes.

Planner Ferber updated the Committee on 250 Roundhouse Road and answered questions about the project, which was still ongoing. She also noted that the taco tent canopy (DR16-02) was not approved by the Historic Landmarks Commission. The applicant might still offer outdoor seating, but without the tent. Staff did not have any applications for the DRC to review in February, so their next meeting would be in March.

The Committee briefly discussed the taco tent canopy project.

Planner Ferber announced that the Advance Astoria Economic Development Strategy community forum was scheduled for January 19<sup>th</sup> at The Loft at the Red Building from 5:00 pm to 7:00 pm, with a panel discussion by local business owners from 7:00 pm to 9:00 pm.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 7:

There were none.

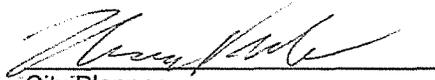
PUBLIC COMMENTS – ITEM 8:

There were none.

ADJOURNMENT:

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

**APPROVED:**

  
\_\_\_\_\_  
City Planner

**DESIGN REVIEW COMMITTEE**

Astoria City Hall

August 3, 2017

CALL TO ORDER:

Vice President Gunderson called the meeting to order at 5:35

The Commission proceeded to Item 3: Roll Call at this time.

ELECTION OF OFFICERS – ITEM 2:

This item was addressed immediately following Item 4: Approval of Minutes.

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the Design Review Committee needs to elect a new Secretary for 2017. The previous Secretary was Sherri Williams. It is recommended that Anna Stamper be elected as Secretary for 2017.

Vice President Gunderson moved to elect Anna Stamper as Secretary for 2017; seconded by Commissioner Phelps. Motion passed unanimously.

The Commission proceeded to Item 5: Public Hearings at this time.

ROLL CALL – ITEM 3:

This item was addressed immediately after Item 1: Call to Order.

Commissioners Present: Vice President LJ Gunderson, Leanne Hensley, and Hilarie Phelps.

Commissioners Excused: Jared Rickenbach and Derith Andrew.

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

APPROVAL OF MINUTES – ITEM 4:

Vice President Gunderson called for approval of the minutes of the January 5, 2017 meeting. Commissioner Hensley moved to approve the January 5, 2017 minutes as presented; seconded by Commissioner Phelps. Motion passed unanimously.

The Commission proceeded to Item 2: Election of Officers at this time.

PUBLIC HEARINGS:

This item was addressed immediately following Item 2: Election of Officers.

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

ITEM 5(a):

DR17-01 Design Review DR17-01 by Mike Stults, Cross Development, to construct a new 9,100 square foot commercial building at 2275 Commercial within the Civic Gateway and Greenway Overlay Zones in the LS, Local Service Zone.

Vice President Gunderson asked if anyone objected to the jurisdiction of the Design Review Committee to hear this matter at this time. There were no objections. She asked if any member of the Design Review Committee had any conflicts of interest or ex parte contacts to declare. Vice President Gunderson declared that she went online to look at the history of the business to see what their storefronts looked like over the years. She called for a presentation of the Staff report.

Planner Ferber reviewed the Findings and Conditions contained in the Staff report. She noted the public notice contained an error on the tax lots, but the address was correct. Staff resent the notice with the correct tax lots. No correspondence prior to the meeting had been received and Staff recommended denial of the request.

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

Mike Stults, 4336 Marsh Ridge Road, Carrollton, TX, stated Cross Development represents the tenant, Dollar General. He understood the tenant was not critical to the review, but often times they are the elephant in the room. No matter who the applicant is, there is always a bias for or against the tenant. Usually, there is some misunderstanding of the client he represents. He and his tenant want to be good members of the community. He understood that their interpretation of the ordinances was not necessarily going to be everyone else's interpretation. He was present to gather information, seek the Commission's graces, and follow through with whatever that might be. He gave a PowerPoint presentation titled *DG at a Glance*, which provided general information about Dollar General Stores. He confirmed that he understood some of the information provided in his presentation could not be reviewed by the Commission. However, the public is usually very concerned about what is coming to Astoria. Several Dollar General Stores have been approved in Oregon and they sign 15-year triple net leases. Dollar General has core values, missions, and a prominent literacy foundation program that support local libraries. The stores are diminutive in size compared to a large grocery store or super center and they carry typical brands. The aisles are kept tidy. He and the architect went through the design guidelines in Chapter 14 and they made their best effort to capture elements of local designs and incorporate them into the proposal. He believed he would have a tough time accommodating the massing requirements. Typical downtown shopping areas have buildings right on the street with a large community gathering area right on the street. There is often a remote parking field and people will walk a block to get to the shops and restaurants. This store is more of a general mercantile with parking on site. The location is excellent for a Dollar General because it serves the community in a great capacity. The orientation and site lay out offers one location for the building. He can install brick pavers, park benches, and move the entrance to the northwest side of the site. He believed moving the entrance would not provide good service to the most visible feature of the building. The building will face a large curb cut. Pedestrians will be able to see where the entrance is located and safely congregate on the public sidewalks. It would be impossible to relocate the building on this site because doing so would lose parking and the ability for trucks to make deliveries. He can paint the building any color and add any elements the Commission would like. But in order to come to a conclusion that this is a supported project, the safety of getting cars in, receiving deliveries, and the ability to match the building to the site are the big issues that need to be addressed. The Applicants have made their best effort and they would continue to dress up the sidewalk, add benches, do some special landscaping, and create more flair in the pedestrian area. However, it will be difficult to put the building in a location that would not allow for any parking or deliveries. He was happy to continue submitting to Staff and do whatever is necessary to work with the City.

Commissioner Phelps understood the Applicants believed the massing could not be changed. She confirmed that they would be willing and able to work with Staff on the other issues addressed in the Staff report.

Mr. Stults added that the spandrel glass proposed for the windows could be eliminated to allow visibility inside the building. He confirmed that he had submitted several rounds of changes to the original proposal prior to this hearing. The application process was a surprise because he believed they had done exactly what Chapter 14 itemized. They found out their proposal was not what Staff was looking for, so they visited many other sites and buildings in Astoria before reintroducing what they believed were design elements from the community. Now, they understand that was not what Staff was looking either. They still feel like the design criteria in Chapter 14 can be met, except for the position of the building. However, if their proposal is not the vision of City Staff, they can accommodate. There is a four-story medical office plaza right beside the lot that has barrel roofing. Only two buildings in town have a similar style roofing, but the rest of the commercial buildings in Astoria have rooflines like the one they have proposed. He believed the roof would look at home. It would be a significant challenge for Dollar General to create a large barrel roof and the City encourages roofs like the one proposed.

Vice President Gunderson asked Mr. Stults to show here where the entrances would be located.

Mr. Stults showed the location of the windows and the entrance on the screen, noting that the entrance would face the center of the line of site from the street. Drivers and pedestrians would be keenly aware of the entrance to the building. The building would not fit if it were located on the lot as suggested by the City. The angles of the

lot force the building to be located as proposed. They could put the entrance to the building in another location, but that location would not be where people will walk or drive up to the building.

Commissioner Hensley said she was not in favor of the proposed siding because it seemed outdated and looked too residential. She preferred a siding material that was more aesthetic and congruent to the rest of the community. She asked how long the Applicant had been working with Staff on changing the original proposal.

Mr. Stults said he had been working with Staff for two months and had proposed a different material at first. He believed the siding was modern, but not as modern as what is in Portland. So, this proposal was their second attempt at an appropriate siding material. What looks good in Bend or Portland is not Astoria, so he drove around town to find the common threads so they could represent something local. The proposed siding can be seen all up and down Astoria and he was advised to refrain from new trends.

Commissioner Hensley stated she understood Mr. Stults' reasoning, but still agreed with Planner Ferber that a different material would be appropriate in that area. The details are important and if you do not have the right selection initially, you have to keep refining and getting creative.

Mr. Stults noted that the medial pavilion has lap siding with corrugated steel. His original proposal was for lap siding with panel steel.

Commissioner Hensley said she believed signage details should be submitted because signage is a prolific component of a commercial building, especially if branding is an element. The gooseneck lighting was nice, but the Applicant should continue to implement Staff's recommendations. She asked for more details about the proposed awnings and wall treatments.

Mr. Stults stated he reviewed the awning and wall treatment requirements in Chapter 14 and visited Astoria to look at what had actually been installed on buildings. That is what he proposed. It is his understanding that the Code requirements and what can be seen on the streets is not what Staff wants to see. He is not asking that Staff design the building for them, but they have made their best guess at what they believe was being suggest by the Code, on the street, and by Staff. They will continue to respond.

Commissioner Hensley said she believed the Applicants could follow through more with some of the recommendations.

Mr. Stults said he received Staff's recommendations last week and are now happy to respond again.

Commissioner Hensley added that because the site plan was so unique, she believed the Applicants should continue to follow up with Staff on landscaping.

Vice President Gunderson said she was concerned because the packet was full of things that had not been presented.

Commissioner Hensley stated the outside aesthetics of the building should be married with the whole concept. The typical Dollar General stores shown did not match the exterior schematics proposed.

Mr. Stults noted the exterior schematics were being updated and he would be happy to give them to Staff.

Vice President Gunderson called for testimony in favor of the application. There were none. Vice President Gunderson called for testimony impartial to the application.

Russell Thompson, 265 23<sup>rd</sup> Street, Astoria, said his major concern was the lighting. He lives 75 feet from the proposed corner of the building and the light shining all night should be directed away from Mill Pond. Public Works will have to do work on the corner of 23<sup>rd</sup> and Commercial, which is two houses down from his house. He was concerned that a traffic signal will be installed at that intersection when the City needs a traffic signal closer to the main street.

Jeff Newenhoff, 1563 Irving, Astoria, said he owns City Lumber, which is directly across the street from this project. He was excited about having more customers coming to the area, but was concerned about traffic and

parking. In 2008, he had considered tearing down his store and building a new one. The Transportation Department wanted him to change the intersection from a Y shape to a T shape, which would have created a no parking zone all the way across his property. He was concerned that this project would result in the same situation. No parking in front of his store would severely impact his business. He planned to make a presentation to the Commission next month showing plans to develop his property and hoped the Commission could find a way to address the traffic concerns. Additionally, Public Works is supposed to address concerns at 21<sup>st</sup> and Commercial, not 23<sup>rd</sup> and Commercial. He handed a letter to Planner Ferber.

Vice President Gunderson called for testimony opposed to the application.

McLaren Innes, 4807 Birch Street, Astoria, said she was on the Planning Commission for several years and understood the orientation she should offer this Commission. The overall Comprehensive Plan objectives do not figure into what she sees presented as a plan by the Applicant. There will be no enhancement of primary uses nor compliment to the downtown area. It is obscene how different the proposal reads as part of the Comprehensive Plan, which is tested to a maximum all the time. This project does not meet most of what is defined in the Staff report. The Commission and Staff have done a wonderful job addressing the items, but she was pleased with the town and its way of growth and this does not fit. She would appreciate denial of any permits for the store's existence.

Doug Thompson, 342 14<sup>th</sup> Street, Apt. 602, Astoria, said he was on the board of the Lower Columbia Preservation Society (LCPS), but was speaking tonight as a private citizen. He noted that this matter had not been considered by LCPS and the project was not adjacent to or near historic structures. When he served on City Council, he had proposed the first master planning effort in Astoria, called the Gateway Master Plan. The plan contained the first design review process that led to this Commission. He believed the design review process was very good and the Commission has been presented with a first class Staff report. The purpose of a Staff report is to set out the standards that the community wants in order to attract businesses and uses for the community. While this process may seem challenging to developers, it is part of what the City hopes is an ongoing conversation. It took almost two years to develop the master plan and design review process. Dollar General will have a 15-year triple net lease, which is a long-term lease in the current market. But this is the blink of an eye in the contest of the lifespan of a building. The building permitted for that site is likely to remain for at least a century, so this matter is much bigger than Dollar General is. It is likely that the uses of the building will change a number of times during its lifetime. The massing of the structure on that site is the biggest issue and more important than any other element of the project. Current trends that seem like science fiction, like autonomous vehicles and walk-able cities, could lead to doing away with dedicated off-street parking for retail. The Commission needs to think about the long-term horizon. Developers do not want to dedicate most of the square footage of the site to single occupancy vehicles. He supported the entire Staff report and believed the Commission should deny the application and ask the Applicants to work with Planner Ferber. He understood the Applicants were in the early stages of the process, so had not engaged with the Oregon Department of Transportation yet. However, the existing curb cut is grandfathered in and he believed it should be removed. The main entrance and face of the building should be on Commercial, not Marine. This community is overrun with Portland hipsters and their designer dogs on most weekends. Most of them drive down Highway 30 and through that curve, which is not the pedestrian face of the site or the building. The roof should have solar panels. This might not make sense today or five years from now. However, there is some indication that the planet is getting hotter and the days are getting sunnier.

Vice President Gunderson called for the Applicants rebuttal.

Mr. Stults stated the Dollar General would be required to have full cut offs for the lighting and would not be allowed to shine any lights over their property lines. Lights would not be on before or after operating hours. There might be interior emergency lights that could be seen from the outside, but they would not bleed over property lines. If this ever became a problem, it would be rectified immediately. Twenty-eight parking stalls have been proposed. At peak operating hours, across all Dollar Generals in existence, the average parked cars are 12 parking spaces. With half of the parking stalls filled at peak hours, there would be no reason for someone to park in the street. Dollar General is not a local independent business and they will strive to meet all of the criteria in the Comprehensive Plan. He understood they had homework to do and the Applicants were willing to do it. They will invest millions of dollars to clean up the property and turn it into part of the neighborhood.

Vice President Gunderson called for closing remarks from Staff.

Planner Ferber said most of her concerns had been addressed and she appreciated the Applicant's willingness to go back and forth with Staff on so many issues. Her major concern, which had not been addressed, was the massing and orientation. The Code states the project should be a visually continuous pedestrian oriented street front with no vehicle use between the building faces and the street. This is why she suggested moving the building toward Marine or reorienting it. She had also suggested a flat iron style triangle building, but understood this would be expensive. The lot is unusual and it is in a tricky spot, but the massing and orientation has not been addressed. City Codes and Development Codes prevent parking lot lighting from glaring into the neighborhood. Lighting would be reviewed as part of the building permit application. The transportation issues would also be reviewed during the building permitting process and Oregon Department of Transportation (ODOT) is already aware of this project. The barrel roofing was never required, just suggested. She believed the Applicant made a fair point about walking around town to get a lay of the land and the barrel roofing is unique to just a few sites in Astoria. The Staff report suggested a gabled or pitched roof that would blend in to the residential area. The proposed roof is too low and she was concerned about the awning materials. She had suggested lumber, but the awnings ended up looking like a south west saloon. She was also concerned about the bronze detailing on the wall, which looks decorative, but needs to be pedestrian friendly and accessible. She believed brick pavers in the parking lot would be great, especially if the lot becomes bike parking or smart car parking in the future. She would be happy to review additional landscaping plans.

Commissioner Phelps asked why the pedestrian friendly side of the building had to be on Marine instead of Commercial.

Planner Ferber stated the entire site needs to be pedestrian friendly because it is in the Gateway Zone.

Commissioner Phelps stated she liked the flat iron building design.

Vice President Gunderson closed the public hearing and called for Committee discussion and deliberation.

Vice President Gunderson said the Staff report was excellent. She believed a lot of information was missing from the Applicant. Columbia Bank submitted an application to the Historic Landmarks Commission (HLC) for a building design that did not compliment downtown. The Bank was not willing to work with the City. The HLC denied the application, as did City Council. Even though the Applicant has stated they would be willing to make changes to this project, she questioned whether they could do enough to make the Dollar General fit this community. Everything presented looks like a retail box with no character. The proposed building would fit well in Warrenton, not in Astoria. She was very concerned about this building being proposed at the front door of Mill Pond.

Commissioner Phelps agreed the Staff report was very good. The design looks more south west. She wondered why the Applicants proceeded with the meeting after seeing Staff's recommendations. She wanted to see more work towards following the guidelines.

Commissioner Hensley believed the Commission received good feedback from the community and the developer. Many of Staff's recommendations are missing and she did not understand why they had not been implemented by the Applicant after working with Staff for two months. The Applicant has said they would be willing to do many things and has stated their interpretation of the Code. However, it is important for the Applicant to work with the City's interpretation of its own Code. She believed the Applicant should consider the solar idea because it is hot and the climate is changing. Brick pavers would be a great idea as well. There is a lot missing, so she recommended denial of the application so the developer could submit something more creative.

Commissioner Hensley moved the Astoria Design Review Committee adopt the Findings and Conclusions stated in the Staff report and deny Design Review DR17-01 by Mike Stults; seconded by Commissioner Phelps. Motion passed unanimously. Ayes: Vice President Gunderson, Commissioners Phelps, and Hensley. Nays: None.

Vice President Gunderson read the rules of appeal into the record.

#### STATUS REPORTS – ITEM 6:

Staff updated the Commission on the following:

- Columbia Memorial Hospital Cancer Clinic
- Mill Pond Homeowner's Association Annual Meeting

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 7:

There were none.

PUBLIC COMMENTS – ITEM 8:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:43 pm.

**APPROVED:**

  
City Planner

## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
July 25, 2017

### CALL TO ORDER:

President Pearson called the meeting to order at 6:36 pm.

### ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, Jennifer Cameron-Lattek, Sean Fitzpatrick, Daryl Moore, Jan Mitchell, and Brookley Henri.

Staff Present: Community Development Director Kevin Cronin, City Attorney Henningsgaard, Fire Chief Ames, Deputy Police Chief Halverson, Police Sergeant Ayt, and Building Official Small and Planner Nancy Ferber. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

### APPROVAL OF MINUTES:

President Pearson asked for approval of the minutes of the May 23, 2017 meeting. Commissioners Moore, Easom, and Mitchell requested the following changes:

- Page 2, second to last paragraph: ~~“Commissioner Mitchell stated she had been in the Pier 11 building twice in the last week. It was nice to see that some life would be added to the building. She believed the building contained enough diversity that the business would be stable. The site has always been great and many people walk by it.~~ ***The building has been mostly vacant in the last ten years. This use may be a success at this location.***
- Page 2, last paragraph, second sentence: “While the use might *not* be appropriate for the proposed location, it might not include accessibility for customers and employees...”
- Page 3, second paragraph: “Commissioner Mitchell believed there had been two or three ***unsuccessful*** attempts to put a seafood store at this location.”
- Page 4, fourth paragraph: ~~“Vice President Easom~~ ***Commissioner Spence*** declared a potential conflict of interest...”
- Page 5, second paragraph, second sentence: “However, it was a thorough analysis given the skills ***information*** currently available.”

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

### PUBLIC HEARINGS:

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

### ITEM 4(a):

CU 17-07 Conditional Use CU 17-07 by Shooting Stars Child Development Center to use existing space as an additional educational facility at 413 Gateway Avenue in the S-2, General Development Shorelands Development Zone.

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

Commissioner Henri declared that her daughter had attended the school more than a year ago. She did not believe that would impact her decision and confirmed she had spoken with her husband about this application.

President Pearson asked Staff to present the Staff report.

Director Cronin reviewed the written Staff report. He noted that a typographical error had been made in the Staff report and confirmed the application number was CU 17-07, not CU 17-05. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

Vice President Easom stated that an educational facility could not be located at 413 Gateway because it would be within 1000 feet of a marijuana facility.

Director Cronin reminded that it was up to the Commission to decide if the child development center should be defined as an educational facility or a daycare. He did not believe the marijuana rule applied to this situation, but if the Commission believed the use was an educational facility, the public could comment on the marijuana rule.

Commissioner Henri asked if an educational facility was considered a school. Director Cronin said he would find out how the Development Code defined public schools during public testimony.

Commissioner Mitchell asked why Staff did not recommend open space for a play area. Director Cronin stated Staff discussed open space with the Applicant, who would address the issue during the hearing.

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

Denise Giliga, 91847 Highway 104, Warrenton, gave a PowerPoint presentation. Shooting Stars Child Development Center serves many members of the community. She has spoken with parents, community members, the Port, business owners, and property managers. Many people have asked what services the center offers, what type of facility it is, why they need a new location, what new locations had been considered, and what new services would be offered in a new space. Shooting Stars is a state-licensed childcare center, currently located at 1411 Grand Avenue, Astoria. Hours of operation are 7:00 am to 6:00 pm Monday through Friday. Their academic year operates September through June and follows the Astoria School District calendar. Summer camps and active play operate June through September. They currently serve 102 families, but only have the capacity to serve 43 children at a time. The children's schedules vary, with some at the facility for one, two, or three days a week, after school only, or before school pick up to get on the bus. They offer infant/toddler programming, preschool, pre-kindergarten, private kindergarten, Thursday art academy to accommodate the public schools early release, after school, summer camps, and teacher trainings like CPR and first aid. The center loves their current location because it has a large indoor gymnasium, a great cafeteria, large classrooms, a lot of light and windows. However, the building is deteriorating. There is no heat in some areas of the building, the plumbing is messed up often and toilets cannot be flushed, and there was a small electrical fire in one of the classrooms recently. The church is not interested in keeping the building maintained and has told Shooting Stars to find a new space by August 1<sup>st</sup>. The center considered moving into the Charter Building on Duane Street, but it is completely bare inside and would cost thousands of dollars and a lot of time, which Shooting Stars does not have. They also considered relocating to the Oregon State University building at the east end of town near the marina. However, the building needs maintenance and the property owner is not interested in keeping up with the work. Also, the street is closed for part of the year, making access to the area difficult. The brown building at the top of 8<sup>th</sup> Street is another building that needs a lot work, but the owner is not interested in doing maintenance. The center considered several smaller satellite sites instead of one large facility. However, the parents were opposed to having each of their children at a different location. At first, she did not believe the Port of Astoria building would be a good fit. But after touring the site and entertaining ideas about what could be done at that location, she fell in love with the building. It is kept up very well, each room has many electrical outlets, and everything is clean and safe. During the tour, her children loved watching the cranes and log trucks go by. Parents and families who toured the facility also loved it. This new space would allow the center to serve at least 20 more children. Currently, her staff must escort children a block and a half from their bus stop to the center. The new space would accommodate a bus stop 30 feet from the front door. They would take children on walking fieldtrips along the Riverwalk and they would have a private indoor/outdoor play area. Right now, their indoor play area is a shared space that they can use only during certain times. Adult trainings would continue in the new space, but parenting classes could be added with childcare available in the next room. If allowed, the center would offer weekend event space for rent. Many parents would like use the center for birthday parties, but the church would never allow this. The new location would also allow the center to expand their community service projects. She showed images that described how the center would use the new space. She explained how parking, drop offs, and pickups would work and shared the construction and inspection timeline. Childcare centers are some of the most regulated businesses in Oregon. They must pass a City of Astoria Health and

Sanitary inspection, Astoria DHS inspection, State of Oregon Fire Marshall inspection, and a State of Oregon Early Learning Division inspection. Construction and inspections would take all of August.

Commissioner Moore confirmed that Shooting Stars provided daycare and asked if educational services could be provided without a state daycare license.

Ms. Giliga explained that she would only be able to provide educational services for three hours or less per day. She confirmed that the center requires a state license to provide the services they plan to offer.

President Pearson called for any testimony in favor of or impartial to the application. There were none. He called for any testimony opposed to the application.

Chris Connaway, 637 14<sup>th</sup> Street, Astoria, said he served as President of the Longshore Union on the docks. After hearing the Applicant's testimony, he was unsure whether the center was a daycare or educational facility. However, it sounded like the center was about 70 percent daycare. He believed it was a bad idea to locate this business in an industrial area. Common sense should indicate this is a very incompatible use. On most days, the union runs at least two trucks from Pier 3 to Pier 1, transferring logs right past the front door of the Gateway building. There are also three fish canneries that receive heavy chemicals, and they have 40-foot box trailers in the area at all times. He only had about one hour to look through Staff's findings. The union was not notified because their building is not within 200 feet. He believed the 200-foot parameter for notification was laughable. He spoke with friends at Bergerson, which is next door to the proposed facility, who said they did not receive any notifications about this application. He lives half a block from the Star of the Sea School and loves the preschool. Its current location is the perfect place for a preschool and he believed it was extremely callous of the church to kick the business out. There is no good place for them to go. He believed the building at the east end would be a much better venue for the center. The Wilkins Building at 7<sup>th</sup> and Marine, the old supermarket across the street, and the YMCA building would all be good options. The proposed location is not a good place to put a preschool and educational facility. No school would ever move to that building because it is an industrial area. The parking plan on Page 3 of the Staff report shows on-street parking on Gateway, which is a very narrow area and a very busy street. There are heavy trucks running all day and night. The gate will remain open during high volume pick up and drop off times. Kids will get out of the enclosure and get on to the street. This is not a good idea. Page 5 of the Staff report says the use is appropriate at the proposed location. He believed that was just an opinion and that several factors should be considered, like accessibility to users. The center will create more traffic in this industrial area. Parents will be dropping off and picking up kids and school busses will be stopping 30 feet from the door. Installing bike racks will encourage bike riding at the Port. This is the only Port on the West Coast that allows unfettered access to Port property, which is industrial property. All other ports require that proper credential be shown in order to gain access to port property through a gate. There are no public parks and there is huge wall behind the building. So, access to the Riverwalk will require the children to walk down Gateway to Portway. The Port is not a good place for kids to be walking around or riding bikes with all of the heavy truck traffic. The site layout on Page 8 shows that drop offs and pickups will increase traffic in an area that does not need more traffic. The center is referred to as a daycare on Page 7, which states it would not have a large impact on the traffic patterns in the neighborhood. There will be at least 120 trips, plus busses and bike riders. He understood the building did not have enough bathrooms. There are many flaws to this proposal and he was concerned about the findings in the Staff report. He would love the center to stay at Star of the Sea because they have a playground and gymnasium.

President Pearson closed the public hearing and called for Commission discussion and deliberation.

Director Cronin reported that Oregon Revised Statutes defines this facility as an elementary school or secondary school. Astoria's Development Code defines educational service establishments as private schools. Therefore, in both cases, the marijuana rule would not apply to this application. A public use is defined by the Development Center as a city or county public school.

Commissioner Moore said Development Code Section 2.690(a) states that when a proposal includes several uses, the uses shall be reviewed in aggregate under the more stringent use. Considering that daycare services are a specific use mentioned in the Development Code and Staff report, and that daycare services are a necessary component of the business, he believed the application should be reviewed at least in aggregate to include the use of daycare services. Daycare services are forbidden in S-2 zones and this conditional use application should be denied.

Commissioner Fitzpatrick said he was conflicted. The presentation sounded great, but he had some of the same concerns as Mr. Connaway. He was not sure the area was appropriate for a daycare center, but understood the Applicant's situation. The business appears to be very well thought out and the services are definitely needed in Astoria. However, he was concerned about the number of the trucks that go by and the chemicals that would result in particulates in the air in that area.

Commissioner Mitchell said she regularly uses the west end of the Riverwalk because she has three dogs that need to be walked. In the past, she was at the Oregon State Police building on a regular basis for board meetings. So, she is very familiar with the area and the amount of traffic in that area. Trucks go through in the middle of the day, when she is usually there. The street can handle an additional 100 trips per day. There are a lot of jobs on the Port and those employees might need daycare. There is not much for daycare at that end of town. The site does look very industrial and she was sure that children would be fascinated by all of the big equipment from behind the fence. Air does not sit still in Astoria and she had not noticed air quality problems, only the smell of lumber. This use would be unusual, but it appeared to be safe. There are strong arguments on both sides of the issues. She sympathized with the Applicant trying to find a location that would accommodate all of the business's services. The Port of Astoria has not indicated any opposition to this application.

Director Cronin noted that the Port Commission was holding a meeting that night. Therefore, Port Staff was not able to provide testimony at this public hearing.

Vice President Easom stated he did not believe the facility met the 1,000-foot criteria. This is a daycare. He was also concerned about the traffic. There is no question that daycare facilities are needed, but he did not believe the proposed location was appropriate for this facility.

Commissioner Cameron-Lattek said it was very important to have childcare facilities and locating them near large employers sounds very practical. She visited the site and believed the building in another location would be a great facility. The area is not quite safe enough for many children. The S-2 zone is defined as an area where a mixture of industrial, commercial, residential, public, and recreational uses can locate. Residential, public, and recreational areas are areas where one would usually find children. However, a daycare facility is not a conditional use listed for this zone. Areas that do allow daycares as a conditional use are areas that lack an industrial component. She was sad that the daycare was in a situation that prevented them from continuing in their current location, but she was not sure the Port was the right location.

Commissioner Henri said she was spellbound by the Applicant's presentation, and then alarmed by the opposition. She had some safety concerns, but believed it was difficult to find the perfect location for child safety. The current location requires children to walk across the street to the playground. It is a public playground, which can make it difficult for staff to keep an eye on children when other children are there at the same time. There are also safety issues with the school bus stop. However, she understood that the proposed location also posed some specific safety threats. She was not sure the burden on local traffic would be more than the police traffic that was there in the past. She was concerned about the community's need for childcare and educational facilities and said she was undecided.

President Pearson stated he was undecided as well. He agreed with Staff's interpretation that this facility was an educational service establishment. Therefore, the location is appropriate. This would be a positive reuse of an existing building and if it was safe enough for the Oregon State Police, there should be a way to keep children in the playground. The Port has encouraged adaptive reuse in this area. There are many public businesses on the road and they are easy to access. He was still undecided, but believed he could support the application. The use would be unusual, but he believed the Applicant and Staff have proven it could work in this location.

President Pearson reopened the public hearing and called for the Applicant's rebuttal.

Ms. Giliga explained that the parents do not arrive all at once, but they do have higher traffic volumes from 6:00 am to about 8:00 am and from 5:00 pm to 6:00 pm. Currently, their drop off zone never fills up during drop off and pick up times. She would need six to ten parking spaces for staff, which she intended to locate outside of the fence. People with children would park inside the fence to keep them safe.

Commissioner Henri asked where the private outdoor play area would be located. Ms. Giliga referred to her slideshow and explained the play area would be right outside of the building within the fenced area, back in a corner and away from the traffic. A fence would be installed to separate the play area.

Commissioner Cameron-Lattek asked for more information about which services could be considered daycare. Ms. Giliga explained that a childcare center could operate for less than four hours per day anywhere without any rules, regulations, or inspections. This is how Li'l Sprouts started as an unlicensed daycare managed by the City. Only the full time students would be considered daycare, which she estimated was only about 30 percent of the business. Most of their services are part time and drop ins. Educational services are offered at the same time as the daycare.

Commissioner Henri asked if the facility was licensed as a school. Ms. Giliga said the center is a state-certified childcare center, which makes some parents eligible for tuition reimbursement benefits from their employers. It is very important for the facility to stay licensed even though they will not use the entire facility for those purposes.

Commissioner Henri confirmed that conditional uses were approved indefinitely. Director Cronin explained that the longevity of the business would be based on their lease with the Port of Astoria. He had not seen a draft of the lease agreement yet.

President Pearson closed the public hearing.

Commissioner Moore believed the Commission needed to decide whether the facility was providing daycare services, which are not allowed in S-2 zones. If the Commission decides the facility is providing educational services, they need to consider the concerns about children running around 100 log trucks each day, 800 feet from a diesel refueling station. Industrial accidents occur in industrial areas and he would hate to have 42 kids 1000 feet from an industrial accident.

Vice President Easom agreed.

Commissioner Moore moved that the Astoria Planning Commission deny Conditional Use CU 17-07 by Shooting Stars Child Development Center and direct Staff to prepare Findings and Conclusion to support denial of the permit; seconded by Vice President Easom. Motion failed 3 to 4. Ayes: Vice President Easom, Commissioners Moore, and Henri. Nays: President Pearson, Commissioners Mitchell, Cameron-Lattek, and Fitzpatrick.

Commissioner Mitchell moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU 17-07 by Shooting Stars Child Development Center; seconded by Commissioner Cameron-Lattek. Motion passed 4 to 3. Ayes: President Pearson, Commissioners Mitchell, Henri, Cameron-Lattek, and Fitzpatrick. Nays: Vice President Easom, Commissioners Moore, and Cameron-Lattek Henri.

President Pearson read the rules of appeal into the record.

The Planning Commission recessed at 7:36 pm for a break. The meeting was reconvened at 7:42 pm.

ITEM 4(b):

CU 17-06                      Conditional Use CU 17-06 by Astoria Warming Center for a temporary permit to operate the Astoria Warming Center at 1076 Franklin Avenue in the R-3, High Density Residential Development Zone.

President Pearson asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time.

George McCartin, 490 Franklin Ave., Astoria, stated he believed the Planning Commission did not have jurisdiction to hear this matter. The first finding on Page 4 of the Staff report states that the proposed use is not classified in the Development Code. Social services are not defined and he believed Staff had failed at trying to take little bits of the Code from here and there to integrate what is being discussed. The Planning Commission cannot move forward without amending the Code to include businesses that take care of social issues.

President Pearson asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare.

Commissioner Fitzpatrick declared that he could not vote impartially and recused himself.

Commissioner Mitchell declared that she had volunteered at the Warming Center, but believed she could make a decision based on what was presented to the Planning Commission at this hearing.

President Pearson asked Staff to present the Staff report.

Mr. McCartin asked that Vice President Easom recuse himself, as he was a board member of the Astoria Downtown Historic District Association (ADHDA).

Vice President Easom confirmed that it had been more than a year since he served as an ADHDA board member and that he was not currently on the board.

Director Cronin reviewed the written Staff report. All of the correspondence received was included in the Staff report and addendums. Staff recommended approval of the request with the conditions listed in the Staff report.

Commissioner Moore confirmed that the Development Code did not address whether a low barrier shelter would be more appropriate than a no barrier shelter. He did not see any evidence in the Staff report that the warming center met all of the provisions of Technical Advisory 11-14.

Director Cronin explained that the application being considered is about land use. An annual safety inspection has been recommended as a condition of approval. He, Fire Chief Ames, and Building Official Small would attend the inspections.

Commissioner Cameron-Latteck confirmed that the warming center's limit would always be 35 clients. Director Cronin noted that Addendum #2 clarified the warming center's requirements. The addendum was necessary because the Good Neighbor Agreement was signed after the original Staff report was published. The 35-client limit was taken from the technical advisory and on the advice of a building official. The Planning Commission could change that limit.

Commissioner Mitchell stated she wanted to hear from the Police and Fire Departments about their ability to respond to perceived safety issues. She had read concerns from citizens about flashing lights. Instead of being dispersed among various doorways, warming center clients would all be in one place. She wanted to know if this location would increase the Police Department's involvement. Deputy Police Chief Halverson explained that the police only go to the warming center at the warming center's request. Calls to that area would increase while calls to other areas would decrease. The police will receive an overall decrease in calls because people have a place to go. Businesses will not have to file complaints about people in their doorways.

Commissioner Moore asked if Fire Chief Ames would apply the conditions in the technical advisory before or after an inspection. Fire Chief Ames confirmed that the warming center met all of the requirements in the technical advisory when it was located at the Senior Center. When it moved to the Methodist church, the center worked hard to meet all of the requirements. Last year, the only issue was that the warming center wanted to extend the 90-day limit, which is clearly spelled out in the technical advisory.

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

Dan Parkison, 550 St. Rte. 401, Naselle, WA, Astoria Warming Center President, asked President Pearson to reconsider how much time the Applicant is allowed for testimony. This is a complex issue. The warming center has learned a lot and has a lot to respond to. He did not believe all of the issues could be addressed in five minutes. The Staff report contains three recommendations regarding how much time the warming center has to decide if the weather will be bad enough to open the facility. Eight hours is a short window of time that does not allow the facility to open when people expect it to be open. He asked for 15 minutes to give testimony.

President Pearson asked the Applicants to continue. He reminded they would have an opportunity for rebuttal and to answer Commissioner's questions.

Annie Dolber, 679 Alameda Ave., Astoria, Astoria Warming Center (AWC) Board Secretary, said the mission of the warming center is to prevent unsheltered people from dying of exposure in our community during the winter. To that end, the Center provides a warm, dry, safe place to sleep and a hot nourishing meal to its guests for a maximum of 90 days between November 15<sup>th</sup> and March 15<sup>th</sup>. We will admit anyone capable of unassisted mobility who does not pose a threat to themselves or others and who is not an unaccompanied minor. However, guests are required to be respectful of each other, staff, volunteers, the church, and the immediate neighborhood. The Center is low barrier, not no barrier, but has zero tolerance for weapons, drugs, or alcohol in the building, smoking in the building, and for threatening violent or discriminatory talk or behavior. These actions result in immediate expulsion for a minimum of one night and potentially permanently. The AWC is not a homeless shelter. Shelters provide temporary residences for individuals and families who are unsheltered or in transition. The AWC merely provides a venue to eat supper and sleep in the winter, but no place to store belongings or come to during the day. Shelters are open year-round, but we are open for a maximum of 90 days a year. Being a homeless shelter would be the next step up, but that is not the AWC. Records show that last year, 64 percent, a clear majority of guests, used the AWC for seven nights or less. A majority of the rest of the guests used the facility for 30 nights or less. People moved on as quickly as they could and only a very few who had no recourse or ability to relocate or find housing used the facility for more than 30 days. Because of the stability afforded them during their stays, the following self-reported positive outcomes occurred: 23 guests moved on to stable housing, 11 guests gained employment during their stay, 3 guests returned to school while at the AWC, and 3 guests participated in drug or alcohol treatment besides Narcotics Anonymous or Alcoholics Anonymous while at the AWC. This year, there were no deaths from exposure. The year before, three people died on the street. The warming center began in the winter of 2014 - 2015 utilizing the building where the Senior Center is now. It moved to the First United Methodist Church in the winter of 2015 - 2016 where it continued last year. The AWC was open on a weather dependent basis for the first two years for a maximum of 90 days per season. In their enthusiasm, a new board mistakenly committed last year to be open every night for 120 nights. They soon learned of the existing warming center regulations and closed for the spring on March 1<sup>st</sup>, after 106 nights thanks to a generous one-time extension granted by the City. This winter, the AWC will limit operations to a maximum of 90 days a year. Their application for a conditional use permit is in compliance with the State of Oregon Fire Marshall Technical Advisory and the Astoria City Code.

Mr. Parkison said the application process has moved fast. The AWC held a neighborhood meeting on June 11<sup>th</sup>. The meeting was held on short notice and he anticipated comments indicating the AWC did not listen to the neighborhood's concerns. At a follow-up staff meeting, the AWC agreed that they did not listen well. Therefore, they took comments at the Sunday Market for two Sundays. The comments they received were integrated into their nine-point plan, which was submitted with their application. Last year, the warming center would open at 8:00 pm. People could eat at 8:00 pm, which led to a crowd of people outside the door waiting to get in. There was not a large sidewalk area, but there were normally about 30 people standing outside. This year, the warming center will open at 7:00 pm and serve dinner at 8:00 pm. This will allow guests to arrive at staggered times and there will not be a hungry crowd of homeless people standing outside the door milling around on the sidewalk. Wi-Fi will be turned off until 7:00 pm so younger people who use their phones a lot will not arrive at 5:00 pm or 6:00 pm to sit around. The off-sidewalk patio has been expanded and additional lighting has been installed. They have smoke breaks during the evening, which were not supervised in the past. This year, a staff member will supervise the smoke breaks. Several other changes have been listed in the Staff report.

- The warming center has requested that the baseline for opening be a 37-degree wind chill factor. It could be 40 degrees, but if a person is wet and there is a 20-mile-per-hour wind, hypothermia can set in quickly. Hypothermic shock occurs when body temperature drops from 98 degrees to 95 degrees. It is important that the warming center be allowed to open based on the wind chill factor instead of the actual temperature. Astoria is one of the rainiest cities in the United States and the weather was so bad last year that the warming center decided to remain open, even when it violated the fire code. That was a mistake and the AWC has gone back to the 90-day limit. Being open continuously last year resulted in severe staffing problems. It takes about 12 people to run the facility for the 13 hours it is open.
- If the center were limited to notifying its volunteers at 11:00 am, staffing issues would be worse. The volunteers have to bring in food to cook for the guests. Last year, there were many nights the AWC did not think it could open due to lack of volunteers. Occasionally, the weather forecast is wrong, and weather changes unexpectedly. The warming center would rather not open on a 40-degree day because they can only be open for 90 days a year and they would rather be open on colder days. Only eight hours notification

will guarantee a crowd of people at 7:00 pm. Many people walk several miles to get to the warming center. They will be wet and cold and expecting dinner and a warm place to sleep. If the warming center cannot open, the people would disperse in the immediate area and would remain wet, cold, hungry, and desperate. The eight-hour window creates problems for both the warming center and the police force that must deal with the crowd of people.

- The warming center would like to go with the weather requirement for the first and last months of operation. The three-day window is a strain on the staff, volunteers, and food donors. For the two middle months of operation, which are the rainiest months in Astoria, the warming center would like to be open for 60 of the 90 days. During these months, Astoria gets 50 percent more rain than Portland and 183 percent more rain than Chicago. Weather history shows that almost every day of those two months would qualify the warming center to be open.
- The warming center has spoken with four churches. Three of them have stated the use is not compatible with other uses in the buildings. The Armory and Lums declined. There are seven buildings for sale, but only two had the square footage the warming center would need. It would cost about \$5,000 a month to purchase one of those buildings and they are only paying \$83 a month for rent right now. The buildings would also need \$80,000 in remodeling. The Methodist church has been remodeled specifically for the warming center's use, with handicap accessible showers, bathrooms, and ramps, laundry facilities, storage areas, and fire exits. This location really works for the warming center.

Janet Miltenberger, 877 10<sup>th</sup> Street, Astoria, Astoria Warming Center Treasurer, said that in order to comprehensively respond to concerns and feedback received from the community, the AWC has initiated a Good Neighbor Agreement. The purpose of this agreement is to document commitments that each party will make to ensure the safety and livability of the neighborhood, establish relationships between the parties, and define how to resolve any problems that arise. Good neighbor agreements are usually made between neighborhood associations and a business or other facility that wants to operate in the neighborhood. The church is not located in an area with a neighborhood association, so the AWC will work with the ADHDA to develop an agreement because it is the nearest neighborhood association to the church. The Staff report contains a draft agreement that was developed by the AWC before their first meeting with the ADHDA. They will continue to work with the ADHDA to develop an agreement jointly. The nine points, also contained in the Staff report, will be included in the agreement. The AWC will make a concerted effort to continue and enhance communication with neighbors in the community. Contact information will be made available in every way possible. Neighborhood meetings will be held before, during, and after the winter season. They will seek input from partners when scheduling the neighborhood meetings, which will include immediate neighbors and the ADHDA. People will have the opportunity to sign up to receive notices and the AWC will post fliers. There are concerns about emergency services. During the 2016 – 2017 winter season, there were six ambulance calls and nine police calls to the warming center. This average of one per week is not ideal. However, half of the ambulance calls and a third of the police calls related to one single individual. That individual is permanently barred from the warming center. The AWC fully expects to have fewer emergency services calls in the future. When it is necessary to call for emergency services, staff and volunteers request that emergency services approach the neighborhood and park at the center without lights and sirens, whenever this is possible. The AWC plans to have a resource coordinator to refer guests to other community agencies that can help them. They are committed to providing an essential service and being a positive community partner. Their application fulfills the requirements for a temporary use permit and complies with City Codes.

President Pearson called for any testimony in favor of the application.

Chuck Meyer, 555 Rivington, Astoria, said he and Sarah had worked every shift at the warming center. He agreed that there is almost no good place to put a warming center, but Astoria has a need for this facility. He has sat in his living room and watched the rainfall sideways at 40 miles per hour when the warming center was closed because it was not 35 degrees. It was common sense when the policy was changed to account for rain and wind. He was in favor of the application and could not think of any reason to locate the warming center anywhere else. The church is a great facility that has a commercial kitchen, bathrooms, showers, laundry facilities, and it is convenient to downtown. This is a benefit to the community because the warming center guests are not in business's entryways or backyards. He hoped the Planning Commission would approve the application.

Karin Temple, 1032 Grand, Astoria, said the warming center is in her backyard. She was instrumental in establishing the warming center three years ago and was proud of that feat. She believed Astoria should be

proud to have this well-functioning and necessary facility. She thanked the volunteers, restaurants, and people who contribute. The homeless situation is a fact in every city and will not go away. The more the warming center is closed, more people will be found in doorways, in the emergency room, in jail, or dead on the street. She was very much in favor of the application.

Jacob Leroux, 1527 Exchange Street, Astoria, stated he was a third year medical student working at Columbia Memorial Hospital (CMH). He just moved to Astoria a few months ago and he first noticed how accepting the town is. Every shop downtown had a sign saying they welcomed everybody. He could tell immediately that people in Astoria truly believed in practicing kindness and compassion. However, when he heard the warming center was in danger of being shut down, he was taken aback. As a student doctor and someone who came from a financially disadvantaged family, he understood the benefits of having a warming center. Keeping it open and in its current location allows the most unfortunate people to have the safety and security that many people take for granted. The warming center gives people at the hospital peace of mind when discharging their most disadvantaged patients, knowing that they will have a safe place to recover during the winter months. Most importantly, the warming center truly represents the heart and soul of Astoria because it shows that people care about their neighbors regardless of their socioeconomic status. He asked the Planning Commission to approve the permit. Gandhi once said that a civilization's greatness could be measured by how it treats its weakest members. He has never seen a city that lives by this credo as much as Astoria does. A vote to approve the permit is a vote that reflects the spirit of Astoria and staves off the influence of prejudice, intolerance, and malfeasance.

Christopher Crone, no address given, said he has been homeless in Astoria off and on for a long time. When the warming center was at the Baptist church, there were no issues. He understood many of the problems, but would like the warming center to be granted a permit because there are very few resources in Astoria. Once the permit is granted, everyone can sit down as a group and try to figure out solutions and centralize resources. The weather is detrimental because people can actually die outside during the winter.

Daniel Phillips, no address, said he was 29 years old and could speak to what the homeless go through in the winter. He came to Astoria from Washington a little over a year ago by bicycle and on foot. Many homeless people would have died had it not been for the warming center last winter. He understood neighbors had concerns, but they have never been out on the street before. Setting up centers and establishing rules are necessary because violent issues do arise. The warming center provides services out of love, not for money. Astoria is a tourist attraction and the warming center shows what Astoria is all about.

Judy Hollingsworth, 616 Agate Street, Astoria, stated she started her business before there was a warming center. She is a member, employee, and volunteer at the United Methodist Church. She has volunteered at the warming center for the last three years and currently serves as a board member. Before the warming center, she had problems with people in her doorway. Before she could open her business, she would have to clean up urine. That situation went away when the warming center opened. She spends a lot of time at the church and always feels completely safe there, even late at night or by herself in the afternoon. She has had no problems or issues with litter, damage, or any of the things others have complained about. She has found people association with the warming center to be positive. There is a good partnership and good communication between the church and the warming center board, staff, and homeless clients. As a warming center board member, she has seen diverse and intelligent people cooperate and communicate with each other, the church, and the larger community. One evening, she was a visitor in the emergency room when the police brought in a homeless person after finding him unconscious on the ground. The hospital gave him food, got him warm, and got him to start talking. This man had no alcohol or drugs, but needed medication and warmth. The hospital took him to the warming center where he stayed the night. As a night volunteer, she consistently receives respect from distressed people, even from those who disagreed with her. She felt gratitude from the people who came to the center for food and a warm bed. She believed there many brilliant minds and warm hearts that could put their best together over this next winter to create something at the church or somewhere else. She wanted the permit to be granted. If this does not work, the warming center will have a year to find something else. She understood that cooperation was hard work, but people would not freeze to death in Astoria over the winter.

Melinda Clark, homeless in Astoria, said she did not use the warming center last winter, but had friends who she took to the warming center several times. She believed the warming center did have some impact to the immediate neighborhood, but also believed the warming center could work with the neighborhood to minimize the negative impacts. Without the warming center, several neighborhoods would be impacted negatively, as

would the emergency room and urgent care centers. She was also concerned about the ability of the warming center to refer guests to other resources. The warming center also gives people a sense of security.

Theodore Lundy, 2553 Grand Avenue, Astoria, said Astoria is a very compassionate town of 10,000 people who have put together a volunteer board and recruit 40 to 50 volunteers willing to give up their nights to prevent others from freezing to death in the cold and rain. He believed and understood opposition to the permit out of fear of the unknown. He invited people opposed to the permit to volunteer so they can meet the guests and appreciate that they are fine people. Dinner is a joyous time and guests are in out of the rain and safe. This is heartwarming. The center works well to serve this group. The zoning codes are in bad shape if they do not consider a social need as great as homelessness. He challenged the Planning Commission to make sure that social services are added to the Code and permitted in certain zones.

Carol Prichard, 700 Irving, Astoria, stated she was the pastor of the First United Methodist Church, which was located in the neighborhood 100 years ago. The church loves all of its neighbors and the mission of the United Methodist Church is to maintain open hearts, open minds, and open doors. When she heard the AWC was moving from the Senior Center, it seemed that the church's location across the street and next to downtown would provide access to those in need of life preserving shelter and warming. The church loves partnering with the AWC, who have been fantastic tenants. Before the warming center came into the church building, there was a rumor that they had left a mess at the Senior Center. However, the AWC has waxed the church's floors and kept the building cleaner than it was before. When it comes to hypothermia, staying dry equals staying alive. Methodists take the story of the Good Samaritan seriously and believe that homeless women and men are our neighbors, along with all neighbors up and down 11<sup>th</sup> Street, Franklin Street, and beyond. Even if the AWC is forced to close its doors, these women and men will remain our neighbors. But instead of sleeping in a supervised warming center, they would be scattered all over town. She referred to a research document published by the Clatsop Coalition in 2011. The document was a 10-year plan to address homelessness in Clatsop County. The AWC has carried out several of the proposed recommendations of that report, which recognized faith-based organizations as key partners and stated that warming stations should use existing community resources, specifically church buildings. The coalition also suggested utilizing and training volunteer support. The report points out the obvious fiscal wisdom of such a plan and adds that the faith community has a long-standing positive reputation in this role. She hoped the AWC would receive approval for the conditional use permit and believed the church and AWC were creative problem solvers that could find ways to address the legitimate needs of all neighbors.

Barbara Balseiro, 884 Niagara, Astoria, said she is a retired nurse who volunteered at the shelter when it first opened. Her favorite shift was 2:00 am to 5:00 am because the people who where there wanted to talk to someone. One of the guests grew up on a farm in rural Oregon, but felt he never had a home because his dinner plate was always set out on the back porch next to the dog's dish. He began to get aggressive and could not be managed, so he was admitted to a program at Oregon State Hospital in Salem, where she worked, called the Child and Adolescent Secured Treatment Program. Children in the program were the most uncontrollable, dangerous, and self-destructive in the state. Staff tried to make the hospital like a home and provided the children with school. This man was put into the program at six years old and aged out at 18 years old. He loved the school classes, especially poetry. He began writing poetry, but had begun wandering and stopped taking his medication. He tried working, but could not focus because he was too jittery and hyper tense. During the three months that the shelter is open, this man said he felt like he had a home, which helped him make it through the day. His favorite poem was a poem by Robert Frost that states, "Home is the place when you go there they have to let you in." That is what the shelter meant to this man. Even if the shelter is only open for 90 days, it gives people a chance to feel welcomed. This man said the people who work at the warming center are never condescending. She has seen clients help each other and she loved seeing the dogs come in. She enjoyed her three-hour night shift and when she got home, she felt like she lived in a palace with her own bathroom and bed. She hoped the warming center would continue because it is a wonderful gift to the homeless.

Kate Allen, 318 Lincoln, Astoria, said she was a volunteer at the warming center, a member of the Lower Columbia Diversity Coalition Steering Committee, and an affordable housing developer, working most recently with Greater Oregon Behavioral Health on a project to provide affordable housing for women in recovery from substance use disorder. She appreciated the opportunity to do something to alleviate the hardship of un-housed neighbors during the harshest months of the winter. Communities all across the state are grappling with the tragedy of extreme housing shortages impacting men, women, families with children, people with disabilities, the elderly, and veterans. The AWC has done an unprecedented job of providing a safe, humane, and respectful

alternative to unsheltered nights for vulnerable people. With nominal resources and much community will, Astoria can be proud of this response. From a community impact perspective, the current location of the AWC is as appropriate a location as could be found. The center is close to but not directly impacting the commercial corridor of the city center. The community can continue to work to identify a different location and work to increase the supply of affordable housing. It is imperative to ensure that the safety provided by the AWC stays intact so that social service agencies can connect with and assist guests in improving their circumstances. The board's operating guidelines minimize the impact of the warming center and the Good Neighbor Agreement creates clear lines of communication. Therefore, she strongly encouraged the Planning Commission to approve the permit.

George McCartin, 490 Franklin Avenue, Astoria, stated it was important to broaden the conditions under which the warming center is allowed to open. Page 3 of the Staff report indicates that the report and findings are based on the definition of a warming center as a short term emergency shelter that operates when temperatures or a combination of precipitation, wind chill, wind, and temperature become dangerously inclement. However, Page 10 of the Staff report states the warming center shall not be open unless the actual temperature threshold can be set or known by the Planning Commission to be 37 degrees. This is an average wintertime temperature that results in hypothermia and other health related problems can jeopardize human health. The 37 degrees can be determined using wind chill factors or inclement weather like snow, sleet, freezing rain, but not solely based on rain. Anyone who lived here last winter would agree that no one would want to sleep on a bench on the sidewalk at 40 or 45 degrees.

Richard Elfering, 37730 Arbor Gate Lane, Astoria, asked the Planning Commission to approve the permit. Military statistics about the area could be used to determine wind chill factors and all of the other factors, which are much more damaging than just cold temperatures. He believed cold should be eliminated altogether from the conditions of approval. People can always be bundled up in the cold, but this will not get anyone away from hypothermia when wet. Coast Guard statistics show how long a person will last in the open ocean at 50 degrees. Additionally, there are all sorts of other facilities that could serve as a warming center, like the Armory. Astoria also has covered streets. Although these streets are cold, they are dry. Staying dry is essential to people surviving. He commended the warming center for also offering dinner and suggested the center connect people with services. He asked the Planning Commission to approve the permit for one year while the warming center works out other issues.

Director Cronin reminded that the Commission could disregard any testimony not related to the criteria. As much as Staff or the Commissioners might be moved by the emotional testimony, it has nothing to do with the criteria. He advised the Commission to disregard most of the testimony given so far.

Loretta Maxwell, 1574 Grand Avenue, Astoria, said she was a member of the Christian Science Church on the corner of 11<sup>th</sup> and Franklin and across the intersection from the Methodist church. Her church has meetings on Wednesday evenings and last year, she saw people waiting to go into the warming center. She has polled other members of her church who said they felt very safe going to their cars or walking home. Before the warming center opened, there was an ongoing problem with people sleeping in the garden by a back door near the trash cans. The person who was at the church during the day was afraid to go outside. The police had to be called a few times and they advised the church to put lights and no trespassing signs in the area. After speaking to people and reading some of the letters in the Staff report, she realized there were still problems. Christian Scientists try to handle things in a loving and compassionate way. Attitudes of anger, fear, and distrust do not make things happen the right way. She believed the Commission should keep this in mind. All people need to have a place to feel human. We need to be loving and kind and she believed the warming center should be allowed to continue.

President Pearson called for any testimony impartial to the application.

Sue Allen Clark, 1135 Franklin Street, Astoria, said the city has a need for the warming center. She also has a business in downtown Astoria and this issue impacts her in two ways. Astoria needs more than a warming center and this dialogue needs to be expanded and broadened to find a way to help people that need the most help. She did not believe that remaining open continuously would be a good solution. Astoria has 356 days of potentially bad weather, so the facility needs to be a warming center, not a homeless shelter. She sees how many times the ambulance comes to the warming center and it is good when someone gets help. However, this is not the solution, but it is a good place to start the dialogue. Astoria needs to talk about how to people who are

incapable of helping themselves. The majority of homeless people have some very serious mental and emotional issues that are not always drug and alcohol related.

President Pearson called for any testimony opposed to the application.

Sean Fitzpatrick, 1046 Grand Avenue, Astoria, asked the Planning Commission to vote against the permit. Dialogue and communication is extremely important and he greatly appreciated the time each Commissioner had taken to read the letters provided by people on both sides of the issue. There is so much more going on than the application indicates. He tried to include information that would be important or relevant to the Commission. The question is not whether Astoria needs a warming center. We have heard extremely compelling testimony that reflects why he worked to get the AWC into the Armory in 2013. He and his wife supported the AWC in the Senior Center in 2014 and donated the laundry equipment currently being used in the church, which has morphed into a homeless shelter. The question is whether a residential neighborhood is an acceptable location for the AWC to operate their low barrier shelter. On a night like tonight, especially when it is still light after 9:00 pm, it is hard to understand how bad things get in the winter. No one has mentioned what the neighborhood and the downtown area has gone through during the winter. The neighbors who welcome the warming center and have hosted the homeless shelter for the past three years believe the neighborhood is not an appropriate location, and therefore, does not meet the criteria. He hoped the Planning Commission understood the issues the low barrier homeless shelter creates in the neighborhood and downtown and vote accordingly. At the November 16, 2015 Astoria City Council meeting, Councilor Herzig stated, "The community must step up because one small church hall cannot deal with this issue alone. This is a problem everyone shares and everyone needs to be a part of the solution." He asked the Planning Commission to give the same level of respect to the neighborhood and vote against the application.

Rebecca Greenway, 1140 Franklin Avenue, Astoria, said she has the closest business and home that must see, hear, and deal with many issues. Her property shares parking with the church, where people begin gathering around 5:00 pm. This includes people who live in their cars. She has to listen to loud, foul mouths, as well as a motor home running its generator and music all night long. She has seen people and dogs relieve themselves in her rock garden, drinking, smoking pot, and a lot of garbage left throughout the night. One fourth of the people who live in their vehicles just sleep in their cars because they are allowed to park without entering the warming center. This makes it difficult for her and her guests to get through a quiet night. Her guests are continuously being asked to give up their takeout food as they pass by the parking lot returning from dinner to their rooms. A motor home caught fire, which could have caused serious issues with her home. It appears as if there is no garbage pick up at the church, so someone walks the garbage over to the dumpsters at the Peace Church around the corner. However, her garbage cans are closer, so people began filling her cans that she pays for. People are constantly ringing her doorbell and asking if her house is the warming center. This goes on every night the warming center is open. She does not care for this and her guests do not pay for it. Her guests continuously comment on the begging and noise when they go out for walks or retire for the evening. Since the room tax will be raised on the first of the year, guests should get what they pay for, a quite no hassle time as a tourist in Astoria. She understood the city needed a warming center, but her neighborhood is not capable of dealing with one.

Sarah Lu Heath, 854 Glasgow Avenue, Astoria, ADHDA Executive Director, said she already submitted written testimony. Because the ADHDA is a Main Street America program, anyone person or business that resides in the district is automatically a member of the neighborhood association. The criteria indicate that conditional use permits are granted when it is beneficial to the neighborhood. Many have testified and she could ascertain that homelessness issues result in major impacts. She understood that the warming center was a small piece of very complex issue. However, she opposed the permit because she did not believe the neighborhood was right for its location. According to Google, the distance between the Best Western at the east end of town and Pier 39 at the west end of town is 3.5 miles and it would take one hour to do that walk. There are lower density places with less of a need for the perception of safety. Businesses in downtown Astoria are in precarious positions and are entirely dependent on ensuring that residents and visitors feel comfortable enough to walk downtown. Some communities do not have this problem because they have taken a very different approach to homelessness. Astoria relies on history, architecture, culture, attractions, and entertainment. People feel insecure walking at night when being aggressively panhandled, which has an immediate and detrimental effect to business owners and volunteers. The ADHDA met with Mr. Parkison, who shared the draft Good Neighbor Agreement. She just received the draft yesterday after 3:00 pm so the ADHDA board has not had the chance to discuss it. Therefore,

if the Planning Commission does not deny the permit, she requested a continuance to give the ADHDA time to codify the nine changes proposed by the warming center and review the Good Neighbor Agreement.

Kris Haefker, 687 12<sup>th</sup> Street, Astoria, said it was difficult for him to speak against the application and thanked everyone who worked at the homeless shelter. There is an incredible need for the warming center's services in this community. However, he believed the church was not an appropriate location because it impacted the neighborhood. He provides housing for about 15 households and about 25 individuals. He also provides housing to one man who used to be homeless.

Shannon Fitzpatrick, 938 Kensington, Astoria, said he was a father of twin four-year olds who like to play in the park on the Illahee Apartments property, which is one block from the homeless shelter. When his family moved to Astoria last year, the park was clean day and night. He could let his kids play without any concerns. That changed in December when the shelter opened. He began to see trash, which he had to clean up before his kids could play. In addition to trash, he often found clothing, sleeping bags, backpacks, beer cans and bottles, medical needles, and human excrement. After the homeless shelter closed for the year, the issues tapered off and eventually disappeared. He believed that Astorians who are not in the best situation are not likely the people who would trash the park. People from out of the area with no connection to the community probably do not care. He was concerned that the shelter invites people from out of the area to come to Astoria. He felt strongly about helping fellow community members who were having trouble. He did not believe this use was internal, as previously stated. The warming center affects the whole neighborhood. While last winter demonstrated the need for a warming center in Astoria, this neighborhood is not an appropriate location for a no or low barrier homeless shelter. He asked the Planning Commission to deny the application.

Anne Carpenter, 1046 Grand Avenue, Astoria, said she had been an owner of the Illahee Apartments since 2004. Prior to the warming center, she had never experienced the issues that have occurred over the last three years. She understood the need for a warming center, but her neighborhood has experienced the negative effects of having the warming center in the church. She was tired of having to clean up after guests of the warming center.

President Pearson called for the Applicant's rebuttal.

Mr. Parkison said the AWC did not do a good job of conveying that they listened at the meeting, but they met afterwards to discuss the concerns. After the meeting, the AWC interviewed guests at the Illahee, other nearby apartments, downtown businesses, mental health professionals, and The Harbor. The nine points in their proposal are conditions of approval. The AWC recognizes that it needs a litter patrol. Peace Lutheran Church was allowing the warming center to use their garbage bins and it was the guests' job to carry the trash to the church. The AWC will have its own trash containers this next year. The downtown businesses can sign a cooperation agreement with the police to have the police act on the businesses behalf. So, there is a mechanism to handle panhandlers or people sleeping in alcoves. He encouraged downtown businesses to use that agreement. Eddie committed suicide under the public bathrooms on 12<sup>th</sup> Street a couple of months ago. He had parked there the night before and saw 16 people just in that one location. The warming center only serves 30 or 31 people. The people that the community is concerned about are in Astoria year-round. The warming center posted on its Facebook page that they would be required to have a permit this year and asked people to attend the meeting or write letters. That post had 8,500 views, over 500 comments, likes, and shares, and 55 letters were submitted. Only 22 Facebook interactions were negative. This shows there is a strong opinion that the warming center is doing the right thing in the right location.

President Pearson called for closing comments of Staff.

Director Cronin explained that most of the comments were more emotion based, not based on the criteria. The Planning Commission must consider three issues, which were explained in Staff Report Addendum #2. What time and temperature model should be used? How many hours or days lead time would be appropriate for deciding when the warming center would be open? Can the warming center use the National Weather Service's Storm Warnings to help define inclement weather? He had not heard any testimony that would change the conditions of approval.

President Pearson closed the public hearing and called for Commission discussion and deliberation.

Commissioner Mitchell stated she was intrigued by the possibility for a continuance. Director Cronin displayed the Planning Commission's options on the screen. The hearing has already been closed, so the Planning Commission could vote now or leave the record open for seven days and deliberate on August 1<sup>st</sup> or August 22<sup>nd</sup>.

President Pearson asked Staff to explain the logic behind an eight hour lead time to decide if the warming center should open. Director Cronin stated the eight hours was based on his own belief that it would provide enough time for a decision to be made. The Commission could approve a different timeframe. The Applicant has proposed 72 hours lead time. He did not know if additional lead time would result in any additional impacts to consider.

Commissioner Mitchell believed that changing volunteer schedules at the last minute make it difficult for the warming center to get enough help. She believed 24 hours lead time would be reasonable.

Commissioner Moore said there was no question that a warming center is prudent and a necessary service in this rainy town. He doubted any of the Commissioners would disagree. Should the Planning Commission deny the conditional use permit, the community should not take that as opposition to the warming center. No one is opposed to having a warming center. He agreed with Mr. Lundy that the Development Code lacks provisions for social services, which puts the Planning Commission in a difficult spot. The City Code, Development Code, and Comprehensive Plan guide the Commission's decision making. It is important for the Planning Commission to use facts and criteria to make decisions because the Commission is a quasi judicial panel. The decisions made by the Planning Commission can end up in a court, so they are required to draw defensible conclusions. Unfortunately, emotion and morality do not hold up in court. Development Code Section 1.125.A.9 states that the Planning Commission must study and propose measures that are advisable for the promotion of the public interest, health, morals, safety, comfort, convenience, and welfare of the city. These are important aspects of the Commission's role. While the Code suggests the Commission should apply these measures to deliberations, he believed they should also be applied to land use decisions like the one being considered now. He agreed with Mr. Bowers, who wrote in support of the permit. If the homeless can be members of the voting public, they certainly are members of the community. Unlike the community as whole, any person, homeless or not, is not necessarily a defacto member of a neighborhood simply for spending the night. It is important to note that the Commission should not give priority to any one class or group of people, but should, as the Comprehensive Plan's housing policy suggests, give priority to protecting the needs of existing neighbors over non-residential and incompatible uses. This was also stated in the Staff report. He agreed that homeless were residents, but did not believe they should be counted as existing neighbors in a neighborhood that wishes to temporarily house them. Testimony was provided to the Commission that the AWC recently operated outside of its original charter of 90 days. Testimony by existing neighbors demonstrates that they believe the livability of their neighborhood is negatively impacted and perceive that their personal safety may be impacted. This is a use with significant negative impacts on the neighborhood. The Commission should seriously consider that impact when making a decision. He recognized the need for and humanitarian value of a warming center, he questioned the suitability of this location based on the guidelines contained in the Comprehensive Plan. This does not mean he opposed the warming center.

Commissioner Henri stated she had studied the Staff report extensively. The mitigation measures addressed some of her concerns about the location of this facility. Every detail seemed to be covered and the measures were very considerate of people's needs. She believed all of her and the neighborhoods concerns are being addressed by the mitigation measures and Good Neighbor Agreement. As long as those are conditions of approval, she would feel comfortable with the appropriateness of the location. The permit would only be valid for one year. She believed any neighborhood would have challenges with this use. Without taking into account the emotional and ideological aspects of the use, she believed the Good Neighbor Agreement and mitigation measures make the use more appropriate than it was last year.

Commissioner Cameron-Lattek said everyone agrees there is a need to help the homeless situation in Astoria. She believed there was evidence of a relationship that could be repaired between the AWC and the neighborhood. The Good Neighbor Agreement and the nine-point plan look great on paper, but she was concerned about what happened over the past couple of years to damage this relationship. She was not surprised that some people in the neighborhood were hesitant to believe the situation would improve. She wanted the Planning Commission to allow more time for evidence because she wanted to see if the AWC would

work towards an agreement and if people concerned really would accept this in good faith. She understood there was no defined neighborhood association and did not know how an agreement would work legally.

Director Cronin explained that he had proposed the Good Neighbor Agreement during the pre-application conference held several months ago. The agreement is a tool commonly used in larger cities, particularly with places that sell alcohol. He believed it would address some of the neighborhood's concerns by putting solutions on paper. Reopening and continuing the hearing would allow time for the two parties to negotiate the agreement. The ADHDA includes both residents and business owners within the district.

Commissioner Mitchell added that it was unfortunate that the AWC board was feeling defensive in the past. She encouraged the board members to talk with neighbors because there are good people on both sides of the argument. She asked if the City had a way to enforce no parking and camping in the parking lot. She suggested the AWC send volunteers around the neighborhood to clean up. Warming center guests could be reminded as they arrive that they are there at the grace of those around them. She was glad to hear there would be regular trash pickup, but suggested lattice be installed around the landscaping.

Vice President Easom believed the agreement between the AWC and ADHDA has to include the Illahee Apartments and residents up the hill. Whether they are ADHDA members or not, that is the neighborhood that is affected. He would vote against the permit without that stipulation. He suggested residents two blocks up the hill from, two blocks east, and two blocks west of the warming center be included in the agreement.

Commissioner Moore asked Commissioners to comment on the Comprehensive Plan items that he was concerned about, Sections 220.1, 220.2, 220.6, and 220.14. He believed the Commission had heard testimony that the use was incompatible for the neighborhood, safety was a big concern, this would be a semi-public use, and the neighborhood was not being respected.

President Pearson stated this church and congregation has been part of the community since 1916. The church has partnered with a non-profit to create a liveable community. He believed the warming center was a natural extension of the goal to create a liveable community compared to the alternative. The church is an appropriate use and it is not surprising that the basement of the church should be used for a social cause. The location is accessible and near central downtown. There have been some detrimental impacts on the neighborhood that should be addressed. However, the Applicants have stated that is a work in progress. He supported the one year permit. If the goals have not been met or the warming center is still detrimental to the community, the Planning Commission can consider that in a year. The permit would allow another 90 days to work everything out.

Commissioner Cameron-Lattek reiterated her preference for a continuation because she believed more conversations were necessary and that the Commission could gather more information.

Commissioner Henri agreed and stated some of the documents were still in the works and some of the policies were still being fine tuned. She wanted the Commission to agree on something more solid before voting.

Commissioner Moore suggested the Commission provide feedback on the weather criteria, timing, and program so that Staff and the Applicants would know how to proceed.

Director Cronin reminded that the hearing has closed, but the Code allows the Commission to leave the record open for seven days so that people can submit additional evidence. The Commission could then deliberate at a date certain. It might be a tall order to execute a Good Neighbor Agreement in seven days. He suggested the Commission continue the hearing and noted the 120-day limit would expire on September 12<sup>th</sup>.

President Pearson proposed that the Commission continue the hearing and give Staff a list of items to gather to be considered at the next meeting. Director Cronin noted the deliberation could be scheduled for August 1<sup>st</sup> or August 22<sup>nd</sup>. Vice President Easom did not believe August 1<sup>st</sup> would allow enough time to finalize the Good Neighbor Agreement. Director Cronin reminded the Commission that they could add a condition of approval requiring the agreement be executed prior to operation on November 15, 2017. After some discussion, the Commission agreed to deliberate on this item on August 1, 2017, when they would decide on the conditions of approval.

President Pearson moved that the Astoria Planning Commission to continue the hearing on Conditional Use CU 17-06 by Astoria Warming Center to August 1, 2017 at 6:30 pm in City Hall Council Chambers; seconded by Commissioner Mitchell. Motion passed unanimously.

President Pearson called for a recess at 9:59 pm. The Planning Commission meeting reconvened at 10:02 pm.

REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Henri introduced herself to the Commission and Staff.

STAFF UPDATES:

Staff briefly updated the Commission on the following:

- Advance Astoria
- Uniontown Reborn Project
- Homestay Lodging Code Amendments
- Affordable Housing
- Coffee with Director Cronin

MISCELLANEOUS:

**Item 7(a): Recognition of Frank Spence's Service to the Astoria Planning Commission**

**Item 7(b): Planning Commissioner Training Opportunities**

Staff is looking for training opportunities for new and existing Commissioners. Commissioners should let Staff know if they plan to attend the League of Oregon Cities half day training session in Portland on September 28th.

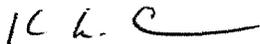
PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:09 pm.

**APPROVED:**



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Community Development Director

## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
August 1, 2017

### CALL TO ORDER:

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

### ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, Jennifer Cameron-Lattek, Daryl Moore, Jan Mitchell and Brookley Henri.

Commissioners Excused: Sean Fitzpatrick

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

### PUBLIC HEARINGS:

President Pearson reviewed the July 25, 2017 meeting, noting that this public hearing was continued. He advised that the public hearing would remain closed and no new testimony would be taken. The Planning Commission would continue deliberations and vote.

### ITEM 3(a):

CU17-06 Conditional Use CU 17-06 by Astoria Warming Center for a temporary permit to operate the Astoria Warming Center at 1076 Franklin Avenue in the R-3, High Density Residential Development Zone. This item was continued from the July 25, 2017 meeting.

Planner Ferber stated there were no additions to the Staff report or formal recommendations. However, some of the conditions of approval have been clarified with the Applicant. Those conditions covered the following:

- What weather related criteria should be met in order for the warming center to open
- How far in advance of that weather should the warming center be allowed to make a determination
- The Good Neighbor Agreement
- Whether to prohibit cars parking overnight or including a provision to address overnight camping

Staff explained options for the Commission's next steps and reminded that the 120-day rule would expire on September 12, 2017. The Applicants indicated earlier that day that they would consider waiving the 120-day rule to extend the deadline for a short period of time.

President Pearson polled the Commissioners to see which direction the Commission was leaning, adding he believed building some consensus for some sort of approval would be worthwhile. Their responses were as follows:

- Vice President Easom stated he was leaning toward denial of the application.
- Commissioner Mitchell stated she was leaning toward approval, but she was concerned about meeting the Comprehensive Plan standard, so she would like to see if the Applicant could find a way to manage offensive behaviors. If possible, she would also like to condition that the Applicant return to the Commission with an update in December.
- Commissioner Cameron-Lattek stated she was undecided, but was leaning more toward approval with conditions pertaining to the Good Neighbor Agreement and who would be party to that agreement. She also wanted to discuss using weather conditions as a basis for determining whether to open the warming center, and if that should be the only basis for when the center could be open.
- President Pearson stated he was also leaning toward approval with some clarification and a better understanding of some of the conditions.
- Commissioner Henri stated she was leaning toward approval. Weather was an issue and the Commission would need to agree upon the conditions for the center being open due to weather conditions and the

mitigation steps outlined in the Good Neighbor Agreement. One condition should be that the Good Neighbor Agreement be signed with the ADHDA since no formal neighborhood association exists.

- Commissioner Moore stated he was definitely leaning toward denial at this point, namely because of the public testimony and feedback from those in the neighborhood who believe their neighborhood is being negatively impacted. In reading the Comprehensive Plan, his denial boiled down to protecting the existing neighborhood over new uses; however, that was not a condemnation of this particular use. He did not believe the neighborhood was the right location for the warming center. Being in the minority, he was open to discussing additional conditions of approval or further discussion on each Commissioner's position.

The Commission discussed the lead time that the warming center would have to decide when to open. President Pearson appreciated the Applicants' need for more time to notify volunteers. He believed 24 hours would be reasonable, noting he had not heard any opposition to that change. Commissioner Mitchell agreed. Commissioner Cameron-Lattek stated 24 hours would also be advantageous to residents and business owners in the area because they would know what to expect.

President Pearson asked about the temperature. City Manager Estes explained the 37 degree temperature had not been disputed, but the Planning Commission needed to consider whether wind chill, rain, or other weather factors should be included in the threshold for opening the warming.

Commissioner Moore asked why a threshold was necessary. The warming center is already limited to 90 days. He asked if the warming center could simply decide for itself when to open. Planner Ferber explained the Astoria Downtown Historic District Association (ADHDA) expressed concerns that the warming center would become a homeless shelter during their timeframe for operation. The warming center has recommended the Planning Commission allow them to open when the wind chill temperature is 37 degrees or lower and/or a forecast of 1/3 inch of rain or more overnight.

Commissioner Henri noted the Applicant's formal request contained in the Staff report proposed that months one and four be completely dependent upon local weather, opening when the overnight temperature was below 40 degrees. And in months two and three, remain open continuously.

Commissioner Moore preferred the 37 degree wind chill with a rain threshold because it would eliminate many days.

Commissioner Henri added the Staff report had recommended using the National Weather Service Storm Warning criteria as a threshold. City Manager Estes explained that their warnings were based on a set of weather issues like wind speed, rainfall, and temperature. He recommended a simpler and clearer threshold that would be easier to enforce.

The Commission and Staff shared ways to calculate wind chill and discussed whether a specific weather forecaster should be chosen. Vice President Easom believed the threshold should be based on wind chill and temperature, but not rain. Astoria gets more than a third inch of rain when it is warmer than 37 degrees, but the application is for a warming center and not a homeless shelter. Commissioner Henri agreed.

President Pearson reminded that the rainfall threshold was about preventing hypothermia. Vice President Easom was concerned about how the forecasted amount of rainfall would be measured. Commissioner Moore stated the threshold would be a forecast of 1/3 inch of rain or more over night, not actual accumulation.

Commissioner Henri noted the application contained average weather data showing November and December had the highest precipitation in Astoria. Allowing the warming center to be open continuously during those months would eliminate the need to discuss rainfall. Commissioner Moore believed there was opposition to allowing the warming center to remain open continuously.

President Pearson agreed that the 37 degree wind chill and/or 1/3 inch rain threshold would be appropriate and that the 90-day window be from November 15<sup>th</sup> through March 15<sup>th</sup>. Commissioners Henri and Cameron-Lattek stated they supported that threshold as well.

Planner Ferber suggested that the Planning Commission allow staff to determine an appropriate weather app to use consistently to decide how to measure the weather criteria. President Pearson agreed.

The Commission discussed whether to prohibit overnight parking and camping. Vice President Easom stated, and Commissioner Mitchell agreed, that the parking lot needed to be monitored to ensure no one sleeps in the parking lot. Commissioner Moore believed churches were allowed to let people sleep in cars in their parking lots. Staff explained that camping inside the city limits is prohibited by City Code. President Pearson said based on testimony, parking needs to be provided and should not be pushed out into the neighborhood. He supported the parking lot, but agreed overnight camping should be prohibited. Commissioner Mitchell agreed and said the issue could be solved easily by sending warming center staff to the parking lot to tell people they are not allowed to camp.

Commissioner Henri stated the application indicated that the warming center had already implemented a 24-hour contact to respond to complaints by phone or email. Planner Ferber added the church could install signage indicating no overnight camping which would be allowed. Warming center staff could also do a parking lot check every two or three hours. Commissioner Henri said a resource coordinator would also be added. The warming center also indicated options for overflow in their application.

Commissioner Moore stated he did not see any point in having signage, adding if the permit is approved with conditions, he believed the warming center should be allowed to comply with those conditions as they see fit.

Commissioner Henri said she did not believe emailing the 24-hour contact in an urgent situation would be appropriate. Commissioner Cameron-Latteck suggested the Staff report be edited to state "by phone *and* email."

The Commission and Staff discussed the Good Neighbor Agreement. Staff confirmed no progress had been made on the agreement since the July 25<sup>th</sup> meeting. The AWC and ADHDA had a discussion earlier in the day, but the ADHDA board would still have to vote on the agreement. Staff recommended the Planning Commission require the agreement be finalized prior to the warming center being allowed to open. Staff preferred the deadline for the final agreement be in September. The warming center has expressed concerns about their ability to negotiate an agreement with the ADHDA because representatives of the ADHDA testified in opposition to the permit. If the Planning Commission establishes a deadline and the deadline is missed, the conditional use permit would be null and void.

Commissioner Moore stated he was not comfortable shifting the Commission's responsibility on to the ADHDA. However, the neighborhood is the most essential component of this application. Commissioner Mitchell agreed the situation would give the ADHDA veto power.

City Manager Estes reminded the Commission could continue this discussion at the August 22<sup>nd</sup> meeting, which would allow more time for the agreement to be negotiated. He believed the warming center would be willing to extend the 120-day rule.

Commissioner Mitchell said the residents in the neighborhood were being impacted differently than the business members of the ADHDA. She asked if the ADHDA could include residents in their discussions about the agreement. Vice President Easom wanted all the residents within a two-block radius included. City Manager Estes suggested the Planning Commission provide clear direction to the AWC and ADHDA about what should be achieved over the next three weeks. He confirmed that the Commission could require the AWC to have the agreement signed by businesses and residents within a two-block radius of the church, instead of by the ADHDA.

Commissioner Mitchell was concerned about giving others the power of veto. Commissioner Henri reminded the hearing could be continued to allow the AWC to negotiate the agreement. City Manager Estes explained if an agreement is not signed in three weeks, the Planning Commission would still have the ability to set any conditions it believes are appropriate, including those in the draft agreement. The Commissioners discussed the difficulties of an agreement signed by residents, and Commissioner Moore reminded that the Commissioners were appointed to make these tough decisions. Vice President Easom and Commissioner Henri wanted the residents to have the opportunity to make that agreement and if they are unable to, then the Planning Commission could make a decision.

Commissioner Henri did not believe three weeks would be enough time to negotiate an agreement between the AWC and so many residents. City Manager Estes offered to ask representatives from the AWC and ADHDA if three weeks would be enough time.

President Pearson believed the AWC and ADHDA were better at their jobs than the Planning Commission. The Commission is simply looking for input from the organizations so it can make a good decision. The goals of the agreement are to initiate and maintain open communications, develop a procedure for resolving problems, maintain and enhance neighborhood safety and livability, and foster a healthy and welcoming environment for all. Those are hard things to veto, but if the AWC could find some common ground for the neighborhood, it might be worthwhile. If not, then the Commission would move forward with a decision based on what has been presented. He directed City Manager Estes to speak with the AWC and ADHDA representatives that were present about continuing the hearing to August 22<sup>nd</sup>.

The Planning Commission meeting recessed at 7:19 pm to allow Staff to speak with AWC and ADHDA representatives. The meeting reconvened at 7:42 pm.

City Manager Estes stated that Staff and the AWC and ADHDA representatives discussed another option for the Planning Commission to consider that may address some of the concerns expressed about incorporating the neighborhood. Staff proposed that the parties be given four weeks, during which time the City, AWC, and ADHDA would work collectively to schedule and advertise a public neighborhood meeting at City Hall. The warming center would put up fliers and go door to door. The ADHDA would assist in advertising the meeting well and the City would look for a facilitator to help mediate the meeting. The goal of the meeting would be to develop an agreement between businesses and individuals that addresses the concerns raised at that neighborhood meeting. The outcome of this process would be presented to the Commission on Wednesday, September 6th. He noted that the representatives could not commit to this process on behalf of their boards, but they were willing to allow him to offer this idea to the Planning Commission. He noted the warming center agreed to extend the 120-day rule accordingly.

Commissioner Mitchell believed it was good idea. President Pearson said he liked this idea as well and thanked Staff, AWC and ADHDA representatives for having the discussion.

City Manager Estes confirmed that this process would not require the ADHDA to sign off on the agreement, just help to facilitate the conversation. The ADHDA could participate, but they would not be in charge of managing the process.

Commissioner Mitchell asked if it would be appropriate for her to sit in on the neighborhood meeting just to listen.

City Manager Estes advised against it, saying that in his experience, parties are hesitant to explore all of their options when decision makers are in the room. City Manager Estes was also concerned about having a quorum present, which would turn it into a noticed meeting.

Commissioner Moore said he was concerned that the neighbors who gave testimony opposed to the application would show up to the neighborhood meeting and say no to the warming center without any negotiation.

City Manager Estes reminded that the hearing had been closed. The Commission could reopen the hearing just to discuss the Good Neighbor Agreement at the meeting in September, allowing Staff to provide the required 21-day notice.

Commissioner Moore believed reopening the hearing would be useful. President Pearson understood Commissioner Moore was against the warming center at this location and did not understand why he would want to reopen the hearing. Commissioner Moore explained that he was just one vote and would love the opportunity to explain why he was against the application. However, if the Commission is not going to deny the permit, he believes he has useful input for conditions of approval. Since the Commission would not be present at the neighborhood meeting, he would want to know how the residents who did attend felt it went. He would also want feedback from all parties to ensure the Commission was not getting a limited view of how the negotiations went.

Vice President Easom asked who would present the agreement. City Manager Estes said as long as the hearing remains closed, Staff would be communicating with the Commission. He confirmed Staff would be present at the neighborhood meeting. President Pearson, Vice President Easom, and Commissioner Mitchell agreed they were comfortable with Staff presenting the agreement. Commissioner Henri stated she would also be comfortable with it as long as people in the neighborhood who wanted to be involved would have the opportunity to be involved. She believed those who had been involved so far would engage in the neighborhood meeting as well.

Commissioner Cameron-Lattek said reopening the hearing would allow parties unable to attend the neighborhood meeting to get their statements on the record. Commissioner Mitchell believed this would make the process endless. People who find this issue important will attend the meeting or write a letter.

City Manager Estes believed Staff could let the Commission know what was discussed and what was contained in the agreement.

Commissioner Moore believed the Commission agreed that the neighborhood element is pivotal. He spent a lot of time reading through the Comprehensive Plan looking for any mention of social services or where the homeless could be housed. He found nothing. He read the Comprehensive Plan again looking for language that he could interpret to apply to how the Commission should measure where a warming center or homeless shelter should be located. The Code talks about housing for low income, services for elderly and handicap, and gives some specific guidance on where housing might be placed, but there are no provisions for homeless. He read the Comprehensive Plan again looking for language that applied to temporary uses. Findings in the Staff report clearly indicate this use does not meet housing criteria and this was the purpose of the conditions being discussed. While this has been a valiant effort to find a way to make the warming center meeting the housing criteria, he did not believe it would happen. He displayed a graphic that mapped all of the comments received and explained that green represented testimony in favor of the permit, while red represented testimony in opposition to the permit. Yellow indicated testimony impartial to the permit and the orange dot showed the location of the warming center. All of the green dots submitted testimony in support of the mission of the warming center. The red dots had problems with the housing element and addressed the facts of the proposal. The Comprehensive Code is clear that the Commission should consider the housing element of the existing neighbors to the temporary use. The map shows widespread support for the mission, but very localized opposition by people who are affected in a way that the Comprehensive Plan gives guidance on. He supported the mission of the warming center, but the Comprehensive Plan and testimony made him believe this would not be the appropriate location. It would be awesome if the existing neighbors bought in to the neighborhood agreement. It is important to note that a significant number of neighbors within the two-block radius expressed concerns. He was concerned that it would be difficult to get people from the neighborhood to come to an agreement. The warming center had three years to have such a meeting voluntarily.

Vice President Easom agreed with Commissioner Moore. He did not believe the neighborhood was appropriate for a warming center, nor did he believe they were operating as a warming center because the center offers showers. He also had concerns that the AWC would not abide by the agreement and was concerned about the neighborhood.

Commissioner Mitchell stated Commissioner Moore did a good job pointing out what was in the Code and planning documents. Planning documents evolve over time and consider changing conditions in communities. She understood the difference between a warming center and a shelter. However, a community that cares does not criticize a warming center for helping people maintain their appearance and wash their clothes.

Commissioner Moore agreed that planning documents are open for interpretation and he was sharing his interpretation.

Commissioner Cameron-Lattek said she made a similar assessment of the geographic distribution of the opposition to this application and came to a different conclusion. A consistent factor in the letters submitted against the permit were less about the location and more about the way this particular warming center has been run. That is why she could support the application with certain conditions. She believed the AWC has worked hard to develop a plan to mitigate the impact on the neighborhood and had resources in place. She was also comfortable with allowing the parties to negotiate a Good Neighbor Agreement.

President Pearson moved that the Astoria Planning Commission to continue the hearing for Conditional Use CU 17-06 by Astoria Warming Center to Wednesday, September 6, 2017 at 7:00 pm in City Hall Council Chambers; seconded by Commissioner Cameron-Lattek. Motion passed 3 to 2. Ayes: President Pearson, Commissioners Mitchell, Cameron-Lattek, and Henri. Nays: Vice President Easom and Commissioner Moore.

City Manager Estes said prior to the September 6<sup>th</sup> meeting, Staff would present revised conditions based on the information that the Commission provided at this meeting.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:15 pm.

**APPROVED:**



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Community Development Director

## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
August 22, 2017

### CALL TO ORDER:

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

### ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, Jennifer Cameron-Lattek, Sean Fitzpatrick, Daryl Moore, Jan Mitchell and Brookley Henri.

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

### APPROVAL OF MINUTES:

The minutes of July 25, 2017 and August 1, 2017 were not available.

### PUBLIC HEARINGS:

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

### ITEM 4(a):

CU17-09 Conditional Use CU17-09 (Permit Extension PE17-01) by Elisabeth Nelson to operate a school of music in an existing commercial building, and to extend this permit to August 23, 2018, at 1103 Grand Ave in the R-3, High Density Residential zone.

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

Commissioner Fitzpatrick declared that he was a neighbor and member of the First Presbyterian Church. However, he believed he could be impartial in his vote.

Commissioner Moore declared that his son was currently taking classes at the Astoria Conservatory of Music, but that would not affect his objectivity.

President Pearson asked Staff to present the Staff report.

Planner Ferber reviewed the written Staff report. She noted the Staff report erroneously stated the permit would be extended to August 26, 2018, which is a Sunday. The Commission could choose to extend the permit to the next business day, or to August 23, 2018, as stated on the Application and Public Notice. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

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

Elisabeth Nelson, 596 17<sup>th</sup> Street, Astoria, said she was the owner and director of the Astoria Conservatory of Music, which has been in operation at its current location since 2003. The conservatory has a wonderful relationship with the church and neighbors. Several neighbors have used her facilities for music lessons and she was happy with the location.

President Pearson called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he closed the public hearing and called for Commission discussion and deliberation.

Commissioner Fitzpatrick believed the use was appropriate for the location. The church and the conservatory have been great neighbors. There have not been concerns with the conservatory and they have been in operation for 14 years. He was in favor of the request.

Commissioner Moore said the conservatory had a long history of working well in the neighborhood. He was strongly in favor of the request.

Commissioner Fitzpatrick moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-09 (Permit Extension PE17-01) by Elisabeth Nelson to extend the permit to August 23, 2018; seconded by Commissioner Moore. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

ITEM 4(b):

CU17-10                      Conditional Use CU17-10 by Md7, on behalf of Verizon Wireless, to install conduits for public/private use on Tax Lot 809090000100 in the LR, Land Reserves Zone and R-2 Medium Density Residential zone.

President Pearson asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. He asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare. Hearing none, he asked Staff to present the Staff report.

Planner Ferber reviewed the written Staff report. No correspondence had been received and Staff recommended approval of the request with the condition that the Applicant submit final easement and ownership language to access the conduit since most of the conduit passes through City owned property.

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

Aaron Ruddick, Marylhurst, OR, said he needed to make a few corrections and modifications to what was presented. This actually captured two sections of a conditional use permit to get fiber optics up to the existing communications tower. The conduit is not for Verizon. The conduit will provide fiber optic support for the City's Fire and Police Departments, County Sherriff's Department, and all communications for emergency services out of Seaside. Seaside has a microwave link to this facility for dispatch. Verizon operates solely on microwaves and at this time they are not planning on installing conduit for future fiber optic use at this facility. The section along Irving Avenue will become easement access through the three residential properties at the east end of 38<sup>th</sup> Street. That section will have overhead lines installed by CoastCom, who was recently acquired by Wave Wireless. The lines will be installed on an existing power pole at the bottom of the driveway to two of the residences. At the driveway, the lines will go underground along the driveway, up the hill, and across the City owned property. His company has taken care to make sure no County property would be crossed. The City will retain ownership of the conduit, but CoastCom will be allowed to occupy the conduit, as will future co-locators. Therefore, no easement will be necessary at this time. Questions about ownership of the conduit were resolved by the City Attorney on August 10<sup>th</sup> and papers were signed last week. He did not have copies of the ownership agreement, but offered to provide them later. He spoke with the three property owners and City Engineer, who have some significant concerns about the integrity of the easement road for heavy equipment. The excavating and trenching will begin at the top of the hill and come down, so the heavy equipment will be returning back up the hill to get in and out of the area. No heavy equipment will need to be brought over the private road. The property owner, who has been the primary caretaker of the road, confirmed with consultants that even delivery trucks should not be on the road, so she has them stop at the end of the road where she meets them. Trenching was originally planned to go alongside the driveway and access road from Irving Avenue. However, because of some of the mature trees in the area, the trenching will likely go through the road to avoid the trees root systems. Backfilling will be done as they go. Any open holes will be filled so the residents will have unobstructed access to their homes. He will stay in close contact with the residents to let them know when crews will be in the area and make every effort to reasonably accommodate their work schedules, which changes week to week. Crews will return the road to current conditions or better. The residents have requested the road be made into more of a logging style road with larger stone so they will not have issues when it freezes. The road is not maintained by

the City, so the residents want to make sure run off is controlled and access is maintained. He believed they could meet the residents' requirements.

Commissioner Henri asked if the trench would be backfilled with native material or imported gravel.

Mr. Ruddick said the conduit would be installed in accordance with Oregon Department of Transportation's (ODOT) standards, which he could provide. A bed of sand would be placed below and above the conduit and compacted gravel would be on top of the sand. The trench will be topped off with road bed material. ODOT's standards were available online.

Commissioner Henri asked if the erosion control permit required reseeding after the work was complete.

Mr. Ruddick said no, but he would be happy to throw seed down. On the steeper pitches, the conduit will have check dams in accordance with ODOT standards.

Commissioner Henri stated she prepared erosion control plans, so she knew the requirements would need to be met in order for the Applicant to get the permit. She was happy to hear the crews would be boring under the tree roots.

Mr. Ruddick clarified that the trench would go into the existing roadway instead of through the trees. He had no desire to destabilize anything on the hillside. The contractor has indicated the subsurface material in the area contains a lot of cobble and large stone that makes boring unfeasible.

Commissioner Mitchell asked if the contractor would use smaller equipment because of the size of the road.

Mr. Ruddick said he did not know what the contractor planned to use. Equipment used to do the majority of the trenching is quite large to deal with the pitch of the hill, but the road will not need to be widened. He did not know what size bucket would be used. He has inspected a couple of other sites the contractor had done in the coast range and found them to be amazingly fast. They fill as they go and the equipment is massive. He believed they used one of the largest track hoes currently in production. The clearing on the access road is 18 to 20 feet. The contractor may use smaller equipment below the access road, but he anticipated they would use the large equipment on the hillside because it will not roll over.

President Pearson called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he closed the public hearing and called for Commission discussion and deliberation.

Commissioner Fitzpatrick asked if Staff agreed that the Planning Commission had been presented with details that were different from what the Applicant believed was accurate.

Planner Ferber said yes, Staff and the Applicant had gone back and forth quite a bit on a few contractors and projects. She was not surprised to learn of the last minute changes. However, she still recommended that all legal documentation be lined up administratively since there have been changes. If there is no easement, documentation should clearly indicate who has ownership. She had not received the ownership agreement from the City Attorney, but would like to add the agreement to the public record prior to construction. The condition of approval should capture who the owner is and how they are accessing the property. She applauded the Applicants for reaching out to the private property owners ahead of time. The Community Development Department signs off on grading and erosion control permits, so this project will come across her desk again.

Vice President Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-10 by Md7, on behalf of Verizon Wireless, with the following additional condition of approval:

- All easements or ownership of the properties involved are specified and submitted to the Community Development Department prior to construction.

Motion seconded by Commissioner Moore. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

#### REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Mitchell requested that the Commission sponsor a workshop on local earthquake tsunami preparedness and direct Staff to ask Pat Corcoran to give a presentation. She hoped the Commission would also sponsor activities like downtown employee drills, neighborhood kits, increasing daily awareness, and searches for higher ground because she believed preparedness was a policy issue that would eventually be considered by City Council. She shared her experience with tsunami that occurred in California, explaining why she believed the tsunami experience would be similar in Astoria. The City should provide a forum for discussing this as a policy issue.

President Pearson appreciated Commissioner Mitchell's concern, but was not sure how tsunami preparedness fit in to the Commission's role.

Commissioner Mitchell said the workshop would be educational and the City should make changes to its ordinances so that developers look for higher places to build housing. The County just approved a housing development in the Clatsop Plains, which is in the inundation zone. Ordinances would be reviewed by the Planning Commission. She believed the Commission should stretch its boundaries to get educated and focus on the issue.

Commissioner Henri asked what Commissioner Mitchell meant when she suggested the Commission sponsor this effort.

Commissioner Mitchell stated she did not have any firm idea but believed the Commission could have a workshop with a specialist from any field they would like education in. She confirmed she would like the Commission to host a workshop that was open to the public.

Commissioner Henri said she took this topic seriously and if the Commission did not believe hosting a workshop was part of their role, she suggested starting a club that could come before the Commission in the future.

President Pearson believed there were better vehicles in the community. Typically, the Planning Commission's direction came from City Council.

Planner Ferber said she appreciated it when Commissioners came up with ideas for education, training, or events. She did not believe it would be a problem to schedule a presentation during a meeting, but believed a work session, possibly with City Council, might be better. She would share Commissioner Mitchell's concerns and allow City Manager Estes and Community Development Director Cronin to make a decision.

Commissioner Mitchell said she had already notified Mayor LaMear and City Manager Estes.

Commissioner Moore stated the City charter says any citizen or Planning Commission member can recommend ordinances to City Council. A recommendation by the Commission should be specific, not an open ended statement. Commissioner Mitchell believed a recommendation by the Commission would occur down the road and she did not know of any other body that would be in the position to take on the community's preparedness. Commissioner Moore encouraged Commissioner Mitchell to come up with some specific ideas before presenting them at a Planning Commission work session.

Vice President Easom said there have already been several community meetings about emergency preparedness. Commissioner Mitchell said City Council and Staff were very busy and her idea was a way to educate and increase awareness. She did not care if the presentation was called a workshop or a work session, but it needs to happen. It is not the Astoria Downtown Historic District Association (ADHDA) or Chamber of Commerce's job and City Council's goals are for the good of the community.

#### STAFF UPDATES:

Planner Ferber updated the Commission on the following:

- Neighborhood Meeting for the Warming Center – August 30, 2017 at 7:00 pm at City Hall
- Planning Commission Meeting - September 6, 2017 at 7:00 pm at City Hall
- Appeal Hearing for Shooting Stars Daycare – September 5, 2017 at 7:00 pm at City Hall

- Planning Commission Meeting – September 26, 2017 at 6:30 pm at City Hall

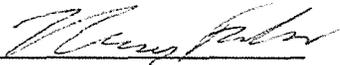
MISCELLANEOUS:

PUBLIC COMMENTS:

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:12 pm.

**APPROVED:**

  
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City Planner

## HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

July 18, 2017

### CALL TO ORDER – ITEM 1:

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

### ROLL CALL – ITEM 2:

Commissioners Present: Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Paul Caruana, and Mac Burns. President LJ Gunderson arrived at approximately 5:41 pm.

Commissioners Excused: Kevin McHone and Katie Rathmell.

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

### APPROVAL OF MINUTES – ITEM 3(a):

Acting President Dieffenbach asked if there were any changes to the minutes of May 16, 2017. Commissioner Burns noted the following changes:

- Page 1, Item 3(a) and (b): "Ayes: Vice President Dieffenbach, Commissioners Caruana, Rathmell Osterberg, Burns, Stanley, and McHone."

Commissioner Osterberg moved to approve the minutes of May 16, 2017 as revised; seconded by Commissioner Burns. Ayes: Acting President Dieffenbach, Commissioners Caruana, Osterberg, and Burns. Nays: None.

### PUBLIC HEARINGS:

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

### ITEM 4(a):

NC 17-02 New Construction NC 17-02 by Kathleen A. Karan to construct a 12-foot by 16-foot garage/shed and a 6-foot by 8-foot greenhouse adjacent to a historic structure at 1121 11<sup>th</sup> Street in the R-1, Low Density Residential Zone. (For a continuance to August 15, 2017).

Planner Ferber stated the Applicant has requested a continuance.

Acting President Dieffenbach opened the public hearing.

Commissioner Osterberg moved that the Historic Landmarks Commission (HLC) approve a continuance of New Construction NC 17-02 by Kathleen A. Karan to August 15, 2017; seconded by Commissioner Burns. Motion passed unanimously.

### ITEM 4(b):

NC 17-03 New Construction NC 17-03 by Helligso Construction to construct a single family dwelling adjacent to historic structures at 1313 Franklin Street in the R-3, High Density Residential Zone.

Acting President Dieffenbach asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. Acting President Dieffenbach asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

Commissioner Burns declared that he knew the Applicant and the historical society had done business Helligso Construction about 14 years ago. However, he had not discussed this project with the Applicant.

Commissioners Osterberg and Caruana declared that they visited the site.

Acting President Dieffenbach requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions. No correspondence has been received.

Commissioner Caruana asked if the five inch exposure siding would be an issue. Planner Ferber explained that Mill Pond is the only area with exposure requirements. She believed the siding proposed for this house would be appropriate for the scale of the house.

Commissioner Caruana recalled a discussion about reducing the exposure on a commercial property. Director Cronin noted that there are no specific exposure standards.

Acting President Dieffenbach opened public testimony for the hearing and confirmed the Applicant had no presentation.

Acting President Dieffenbach called for any presentations by persons in favor of, impartial to or against the application. Seeing none, she called the Applicant to the podium to answer questions.

Commissioner Caruana asked for confirmation of the size of the columns on the front porches, the window casing size, and the size of the belly band separating the two floors.

Ryan Helligso, 38830 Nordland McCoy Lane, Astoria, stated he would have to defer to the plans that were submitted because he did not have the details on the columns at that time. The window casings would be five inches and the belly band would be 5/4 by 8. He confirmed the bottom of the band would line up with the fascia around the porch on the east and west elevations, per the elevation drawings.

Commissioner Caruana said the house would look charming. He asked if the overhangs above the eaves would be open and if the rafter tails would be exposed. Mr. Helligso stated that based on the drawings he had seen, they did not appear to be.

Commissioner Caruana said in that neighborhood, the gutters and fascia board usually cover the rafter tails a bit. Using a thicker rafter would make the house. He believed the gable ends looked tight and there appeared to be no overhang. Mr. Helligso noted he had not studied the architectural elements and referred Commissioner Caruana to the drawings.

Commissioner Caruana confirmed that the second floor deck would have a roof around the base of the railing. Mr. Helligso added that the design concept would be to place the second story balcony in the roof.

Commissioner Caruana said he liked the roof and asked if the window casings would have a crown, lintel, or any details on top. Mr. Helligso stated the plans identified a detail at the head of the window. EFA and Associates put the designs together.

Commissioner Caruana said the detail was nice. He noted that EFA is one of his tenants. Mr. Helligso said the overhang on the west elevation would be twelve inches and the front and rear overhangs would be slightly larger.

Commissioner Caruana asked if the balusters on the front porch would sit on the porch or be installed in a bottom rail. Mr. Helligso said in the drawings, it looks as if the balusters go into the bottom of the porch and would likely be dowelled in.

Commissioner Caruana asked if Mr. Helligso still planned to use vinyl windows. Mr. Helligso believed the recommendation was to use wooden windows. That decision would be up to the owners.

Commissioner Caruana said people have had luck getting windows that are not wooden approved. Vinyl windows are singular and do not have much depth. The shiny material sticks out.

Acting President Dieffenbach asked for clarification about the handwritten notes on the drawing that refers to hip room options for the garage. Mr. Helligso said several concepts were considered and he had explored all of the options in order to choose the most aesthetic view from the street while meeting the owner's criteria.

Acting President Dieffenbach confirmed the Applicant was proposing what was shown in the drawings.

Commissioner Burns said he liked the garage.

Acting President Dieffenbach closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Burns appreciated that the slope of the roof on the garage had been changed. He believed the house would be a nice addition and would fit in.

Commissioner Osterberg believed the design would be adequate without transom lights or side lights by the front and garage doors. It seemed as though all of the other historic designated homes adjacent to this property had a substantial eave overhang. The smaller eave proposed for this house seemed to be out of character with the surrounding properties.

President LJ Gunderson had arrived at approximately 5:41 pm.

Vice President Dieffenbach reminded that while the criteria require the scope, scale, and materials to be compatible, it is new construction and the Commission does not want the house to look like it was built 100 years ago. She believed the design proposed looked good.

Commissioner Caruana stated the details matter. A house needs character in a historic neighborhood and follow a design. If this house were going to have divided lites, they should be true divided or not divided at all. He was also concerned about the scale of the trim. This new house is being introduced into a very historic neighborhood, so the house needs to be true to its own character. He preferred larger, closed in eaves, pediment gables, or open rafters that are substantial. The band on the side of the house should be increased in size to line up with the front porch. Bands are usually double the width of the siding. Most of the historic homes have a bottom rail on the front porch and this house will look off with balusters that go right into the deck. The gable will have shingles, not stucco. He liked the two over two divided lites shown and he believed the divided lites in the doors should match the windows.

Vice President Dieffenbach said the corner trim would need to match the scale.

Commissioner Caruana said smaller corners disappear when they are painted to match the house and they would be the same size as the window trim. He liked the lintels on the windows.

Vice President Dieffenbach asked if Commissioners wanted to make changes to the Conditions of Approval.

Commissioner Osterberg suggested Conditions 3 and 4 be deleted.

Vice President Dieffenbach reopened the public hearing and asked the Applicant to come to the podium. She asked Mr. Helligso if he would be willing to comply with Commissioner Caruana's suggested design details.

Mr. Helligso confirmed he would not be opposed to adding a bottom rail to the balustrade on the porch, the band could be widened to line up with the top and bottom, there would be double windows on either side of the front door, and rafter tails could possibly be exposed. The drawings appeared to indicate that the header height of the window could have been a hindrance to the roof overhang and the pitch required. This could have impacted the designer's decision about the rafter tails.

Commissioner Caruana said that was fine.

Vice President Dieffenbach closed the public hearing.

Commissioner Burns stated he could vote against vinyl windows since the Applicant indicated he would consider other options.

Commissioner Caruana said windows of other materials would give depth and look historic. Fiberglass windows would not be as shiny and could be painted.

Commissioner Osterberg confirmed he could support prohibiting vinyl windows. Condition 2 states wood or wood clad windows are preferred, so it would need to be reworded if fiberglass were preferred.

Commissioners agreed that Condition 3 could be kept or removed because it does not require the Applicant to install transom or side lites. They also agreed Condition 4 could be removed.

Planner Ferber explained that she worded Condition 3 in such a way that the Applicant could add lites if they wanted to. Commissioner Burns said in that case, just leave Condition 3 as is in the Staff report. Planner Ferber explained that she was concerned about the garage because it would be on the front façade. It is unusual to have off-street parking on that street and there were not many garages on that stretch. She added Condition 4 to make sure the garage would not be flat wood on a primary facade. She believed true divided lites would look better and be more compatible.

Vice President Dieffenbach believed that on a new house, the lites could be true divided or simulated. Commissioner Osterberg said he would consider the lites adequate as long as there was an exterior element to add depth. Commissioner Caruana agreed.

Commissioner Caruana believed the house should have either an eight inch fascia board or two by six inch rafter tails exposed by a couple of inches.

Commissioners Osterberg and Caruana agreed five inch siding would be appropriate for the scale of the house.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC 17-03 by Helligso Construction, with the following changes to the Conditions of Approval:

- Condition 1 – "Windows shall be simulated true divided or true divided."
- Condition 2 – "Wood or wood clad windows shall be used instead ~~are preferred to the vinyl series proposed~~ instead of proposed vinyl."
- Condition 4 – Delete
- Add Condition 9 – "The belly band should be increased to align with the bottom of the porch fascia and of a similar dimension to the fascia board. Add a bottom rail to the front porch. Use an eight inch fascia or submit a rafter tail design for Staff approval."

The motion was seconded by Commissioner Burns. Motion passed 4 to 0 to 1, with President Gunderson abstaining.

Vice President Dieffenbach read the rules of appeal into the record.

ITEM 4(c):

HD 17-01 Historic Designation HD 17-01 by Noel Weber to designate the existing YMCA building as historic in the Downtown Historic District at 514 12<sup>th</sup> Street in the C-4, Central Commercial Development Zone.

Vice President Dieffenbach asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. Vice President Dieffenbach asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

Commissioner Osterberg declared that he visited the site.

Vice President Dieffenbach requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions. No correspondence has been received.

Vice President Dieffenbach asked if the windows proposed would be installed upon a historic designation or before the designation.

Planner Ferber explained that the windows must be fixed and replaced as Phase 1 of the Applicant's project. More windows would be renovated as part of Phase 2.

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

Noel Weber, 1816 West Jefferson, Boise, Idaho, confirmed that the windows to be replaced first are thermal paned windows that were installed in the late 1980s. The proposed windows are double hung aluminum clad wooden windows without any divides, which is historic to the building. Windows on the west side of the building have divides and he has reproduced them.

President Gunderson confirmed that Applicant was already doing iron work on the balcony and that he was doing the work himself.

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

Vice President Dieffenbach said she remembered swimming in the pool and playing in the gymnasium when she was growing up. The facility was not the cleanest or nicest and it needed a lot of work. It was exciting to see the building brought back to a useable state.

Commissioner Caruana agreed and said he believed it would be a positive addition to the town.

Commissioner Osterberg said he supported the application as proposed. He was surprised and happy to see so much attention lavished on this ugly duckling. He loved that new materials were being fabricated to match the original.

Commissioner Caruana recalled playing racquetball, swimming, foosball, the gymnasium, and basketball. He has never scored a property as high as this one.

President Gunderson said she drives by the building every day and has wished someone would renovate it. She was excited to see the photos and the work already completed.

Commissioner Burns moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Historic Designation HD 17-01 by Noel Weber; seconded by President Gunderson. Motion passed unanimously.

Vice President Dieffenbach read the rules of appeal into the record.

Mr. Weber said the project would proceed slowly, as he would be doing most of the work. Moldings would be cast of a fiber reinforced concrete material soon. The first coat would contain iron oxide to give it color. The moldings would be installed at the same time as the widows, likely sometime in the fall. He explained that oxides came in a variety of colors.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5:

Commissioner Burns noted that Adventures in History would broadcast the following day at 12:30 pm on KAST News and Talk, with Planner Ferber as the guest.

STATUS REPORTS – ITEM 6:

Staff gave updates on the following:

Item 6(a): Oregon Cultural Trust Grant Update

Item 6(b): American Planning Association Hood River conference update – HB2007

Item 6(c): CLG grant project updates

Item 6(d): Completed project updates

~~Item 6(e): Refresher on historic window permitting requirements~~–This item will be reviewed at an upcoming meeting when Commissioner Rathmell is present.

Director Cronin shared that Dan Peters is trying to purchase a gas station on Marine Drive near Safeway to repair high-end motorcycles.

MISCELLANEOUS – ITEM 7:

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:43 pm.

**APPROVED:**



\_\_\_\_\_  
Community Development Director

**HISTORIC LANDMARKS COMMISSION MEETING**  
City Council Chambers  
August 15, 2017

CALL TO ORDER – ITEM 1:

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

ROLL CALL – ITEM 2:

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

Commissioners Excused: Jack Osterberg and Mac Burns

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

APPROVAL OF MINUTES – ITEM 3(a):

President Gunderson asked if there were any changes to the minutes. Commissioner Caruana noted that on Page 2, next to last paragraph, second sentence, he believed Mr. Helligso had said the overhang on the west elevation would be twelve inches, not eight inches.

Commissioner Caruana moved to approve the minutes of July 18, 2017 as corrected; seconded by Vice President Dieffenbach. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Caruana, Rathmell, and McHone. Nays: None.

PUBLIC HEARINGS:

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

ITEM 4(a):

NC17-02 New Construction NC17-02 by Kathleen A. Karan to construct a 12-foot by 16-foot garage/shed and a 6-foot by 8-foot greenhouse adjacent to a historic structure at 1121 11<sup>th</sup> Street in the R-1 Low Density Residential Zone. This hearing was continued from July 18, 2017.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare.

President Gunderson, Commissioner Caruana, and Commissioner McHone declared that they drove by the property.

President Gunderson requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions. No correspondence has been received.

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

Kathy Karan, 1121 11<sup>th</sup> Street, Astoria, (via telephone) said the greenhouse would have 6-foot tall walls with a 9-foot tall roof height. She hoped to complete the project in phases, starting with the main part of the garage so that she could use the garage as a workshop to restore the house. The tool shed and bump out would be added later as the need for them arose. She did not have any plans to use the space as an accessory dwelling unit

(ADU) because currently, her house did not have the minimum square footage required to make her property eligible for an ADU. Her original project was just the garage, which had been approved by the State Historic Preservation Office (SHPO) for special assessment. However, SHPO had not yet responded to the additions to the project.

Commissioner Caruana asked if the window surrounds, corner boards, soffit, and eave details would match the house. Ms. Karan said that was her desire, but SHPO recommended simpler design details that distinguished the outbuildings from the house as new construction. She had been designing the buildings to match the house and look like they had always been there. She was surprised by SHPO's recommendation, so she did some research and found that there are four different schools of thought on the topic, including differentiating new construction from historic structures. SHPO stated the decision would be left up to the HLC. She preferred matching details, but if she needed to distinguish the new construction, she could add a sign to the house stating the year it was built. Also, the garage would have a cement floor, which would identify the garage as a new structure because garages had dirt floors 100 years ago.

Commissioner Caruana said he would like the structures to match as closely as possible, mainly the siding, fascias, barge, and corner boards.

Commissioner Rathmell confirmed that 8-lite windows would be used on the greenhouse, the 6-lite windows would be used on the bump out, and the three, double-hung windows would go on the opposite side of the garage.

President Gunderson noted that no members of the public were present to give testimony and called for closing remarks from Staff.

Planner Ferber asked if the matching design details should be added as a condition of approval or left up to the Applicant to work out with SHPO.

President Gunderson closed the public testimony portion of the hearing and called for Commission discussion and deliberation.

Commissioner Caruana said the details shown in the drawings for the new structure need to match the house, as submitted. No details need to be added to what was submitted.

Vice President Dieffenbach believed the proposal looked appropriate. The buildings would be located at the back of the lot and not visible from the adjacent house. She had no issues with the request, but agreed the details should match the house.

Commissioner Rathmell agreed this would be a good project.

Commissioner McHone said he liked that the windows would be recycled.

Planner Ferber recommended the Commission add an eighth condition of approval stating that "overhangs, gables, eaves shown in the proposed drawings shall match the existing single-family dwelling."

Commissioner Caruana said he would be in favor any additional details matching the house, like gable detailing or knee brace detailing. Vice President Dieffenbach suggested requiring any additional details to match the house.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve New Construction NC17-02 by Kathleen A. Karan, with the following additional condition of approval:

- Overhangs, gables, eaves, corner boards, and window trim shown in the proposed drawings and any additional details shall match the existing single-family dwelling.

Seconded by Commissioner McHone. Motion passed unanimously.

President Gunderson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5:

Commissioner Caruana commented that work was being done on various properties at the east end of Astoria. He asked if work other than painting would need to be reviewed by the HLC. He had seen that siding was removed from one of the bars directly across from the historic fire station.

Staff confirmed that some projects might not be required to be reviewed by the HLC. Commercial buildings need a building permit to install new siding, but not an HLC review if the building is not historic or is not a compatible resource. In the case of the bar, the building official had to ask the business to apply for a permit after the siding work had already begun. Therefore, the business's fees were doubled.

The Commission and Staff discussed other renovation projects going on in Astoria.

STATUS REPORTS – ITEM 6:

Planner Ferber updated the Commission on NC16-03 at 12<sup>th</sup> and Grand, which had been completed.

MISCELLANEOUS – ITEM 7:

**Item 7(a): Refresher on historic window permitting requirements**

Planner Ferber reviewed Development Code requirements and criteria for reviewing and approving windows. Staff answered questions about enforcement, homeowner requirements versus business requirements, and the consequences of failing to apply for a permit.

Planner Ferber noted that there were five permits on the agenda for September so far. She would also provide updated on CLG projects.

PUBLIC COMMENTS – ITEM 8:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:00 pm.

**APPROVED:**

  
\_\_\_\_\_  
City Planner

**ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE**  
Astoria City Hall  
February 28, 2017

CALL TO ORDER:

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

ROLL CALL:

Commissioners Present: Vice President Kent Easom, Jennifer Cameron-Lattek, Sean Fitzpatrick, Daryl Moore, Jan Mitchell and Frank Spence

Commissioners Excused: President David Pearson

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

APPROVAL OF MINUTES:

Commissioner Mitchell moved that the Traffic Safety Committee approve the minutes of October 25, 2017 as presented, seconded by Commissioner Moore. Motion passed 5 to 0 to 1 with Commissioner Cameron-Lattek abstaining.

PROJECT UPDATES: There were none.

NEW BUSINESS:

**Item 5(a): Speed Complaints – Emerald Heights**

SGT Randall said a reader board was placed on Nimitz Drive about a month ago. It is facing north and out of the Emerald Heights neighborhood. Speeds are not high, likely because the street is narrow and on a hill.

REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Mitchell said she wanted an update on the intersection of Bond and 3<sup>rd</sup> Street.

PUBLIC COMMENTS:

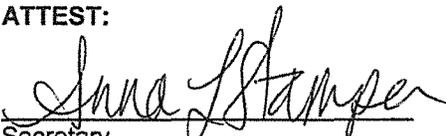
Lois Dupet, P.O. Box 82, Astoria, said she was not a permanent resident of the county, but had a transportation services vehicle permit and drives a medical shuttle. She believed the TSC was aware of the crosswalk issues in Astoria because people have been killed. She asked the Commission to find out if the parking spaces next to the crosswalks complied with State law. She believed the State required 20 feet between a parking space and a crosswalk, but there is one parking space in Astoria that is only one inch from the crosswalk. When a truck or large vehicle is parked in a space next to a crosswalk, drivers cannot see pedestrians crossing. The City needs to bring their parking spaces into compliance with the law before someone sues the City.

SGT Randall confirmed he would contact Ms. Dupet with the information she requested.

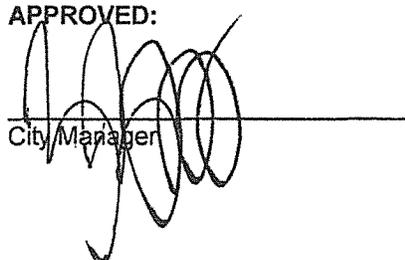
ADJOURNMENT:

There being no further business, the meeting was adjourned to convene the Planning Commission Meeting at 6:35 pm.

**ATTEST:**

  
Secretary

**APPROVED:**

  
City Manager

## ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE

Astoria Library – Flag Room

April 25, 2017

### CALL TO ORDER:

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

### ROLL CALL:

Commissioners Present: President Dave Pearson, Vice President Kent Easom, Jennifer Cameron-Lattek, Sean Fitzpatrick, Daryl Moore, and Jan Mitchell

Commissioners Excused: Frank Spence

Staff Present: Community Development Director Kevin A. Cronin, Jeff Harrington, City Engineer, Steve Ruggles, Engineering Tech, SGT Brain Aydt. The meeting was transcribed by city staff.

### APPROVAL OF MINUTES:

Commissioner Mitchell moved that the Traffic Safety Committee approve the minutes of February 28, 2017 as presented, seconded by Commissioner Moore. Motion passed 6 to 0.

### ELECTION OF OFFICERS:

Commissioner Moore nominated and Commissioner Easom seconded President Pearson and Vice President Easom to another term. Motion carried 6 to 0.

### PROJECT UPDATES:

#### **Item 5(a): Bond Street Retaining Wall Update**

Director Cronin provided background history on the Bond Street project. Jeff Harrington, City Engineer provided a summary of the speed data that was taken on Bond St in one week of July 2016. Only four instances of "medium risk" speeding were recorded. Jeff summarized proposed traffic calming measures and other street improvements, which include the following:

- 4 way stop at Hume with new sidewalks and ADA ramps
- Parallel parking on the south side of Bond Street between the retaining wall and Hume
- No parking signs between the edges of the retaining wall
- New sidewalk on the north side of Bond St
- Crosswalks at Hume, 2<sup>nd</sup> St and 3<sup>rd</sup> St
- Installation of two speed reader boards with 25 mph signs
- Bike "sharrows" to educate motorists about sharing the roadway with bikes will be placed on the pavement
- New pavement from Hume to east side of wall

City Engineer Harrington discussed the balancing act of adding crosswalks and removing on street parking. Multiple concepts were explored to reduce speed and create a safe environment for all modes of transportation. Reducing the speed limit below 25 mph requires a complicated statutory process.

Project will be presented to the City Council on June 19 where additional comments can be taken. Construction is expected in August/September depending on weather conditions. It is important to wait until the slope is at its driest before starting work in order to minimize risk and not disturb the slide area.

President Pearson asked for public comments.

Larry Thomas, 470 3<sup>rd</sup> St, Astoria. Mr. Thomas suggested adding speed limits on the pavement and investigate an overgrown hedge at 4<sup>th</sup> & Bond that blocks visibility. Director Cronin would investigate the hedge issue as a code enforcement issue.

Roger Rocka, 362 Duane St, Astoria. Mr. Rocka said the biggest issue is the blind intersection at 3rd & Bond St for those turning from 3rd to Bond St due to the steep nature of 3rd St. He requested the city to explore other options.

Linda Dotson, 213 Bond St, Astoria.

Jennifer Goodenberger, 315 Bond St, Astoria. Ms. Goodenberger has lived on Bond for many years and has a home-based business. She has observed traffic safety issues for years.

Frank Dotson, 213 Bond St, Astoria. Mr. Dotson has lived on Bond St many years and has witnessed many accidents and speeding before the slide occurred.

Andy Davis, 376 3<sup>rd</sup> St, Apt #2, Astoria. Requested a parking setback on the south side of Bond St in addition to north side.

Kristin Covert, 384 Duane St, Astoria.

Leo, 40 W Bond St, Astoria. Leo asked whether the street will be closed during construction. City Engineer Harrington said there would be limited access on some days but the street will be closed due to safety concerns.

Micha Cameron-Lattek, 1820 SE 3<sup>rd</sup> St, Astoria.

Commissioner Moore asked for an update on a previous request from Lois Dupet regarding the State required 20 feet between a parking space and a crosswalk. Jeff Harrington, City Engineer agreed it's an issue and the City Council set a goal for FY 17-18 to look at downtown parking supply and traffic safety issues. City Engineer maintains that the State standard is not enforced in many cities throughout Oregon based on his observations and discussion with staff in other cities, including Astoria as it would reduce on street parking supply, but is intended to improve pedestrian visibility for motorists. Staff will provide updates as the Council goal is implemented. No other action was requested.

NEW BUSINESS: None

REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Mitchell mentioned removing two spaces from the corner of 3<sup>rd</sup> St and Bond St and looking under the parked cars to see traffic. She also asked how many people have almost been hit four times in the last week, and many people raised their hands.

Commissioner Moore thanked staff for the installation of new overhead lights at the intersection of 33<sup>rd</sup> & Lief Erikson near Safeway.

PUBLIC COMMENTS: None

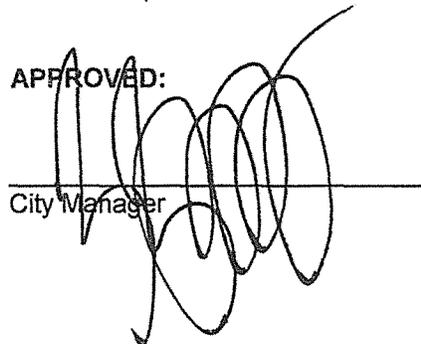
ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:30 pm to convene the Planning Commission Meeting after a five minute recess.

**ATTEST:**

  
Secretary

**APPROVED:**

  
City Manager

**ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE**  
Astoria City Hall  
July 25, 2017

CALL TO ORDER:

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

ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, Jennifer Cameron-Lattek, Sean Fitzpatrick, Daryl Moore, Jan Mitchell, and Brookley Henri.

Staff Present: City Engineer Jeff Harrington. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

President Pearson asked if there were any corrections to the minutes of April 25, 2017. Commissioner Mitchell noted the following:

- Page 2 – Reports of Officers, second sentence: “She also asked how many people have almost been hit four times in the last week, and many people raised their hands.”

Vice President Easom moved that the Traffic Safety Committee approve the minutes of April 25, 2017 as corrected, seconded by Commissioner Fitzpatrick. Motion passed unanimously.

PROJECT UPDATES:

City Engineer Harrington made handouts available and presented the following updates:

**Item 4(a): Log Bronc access restriction signage**

Access restriction signage was installed at the request of the Mill Pond Homeowner's Association to prevent drivers from using Log Bronc as a shortcut when traffic is heavy on the highway.

**Item 4(b): Bond Street/3<sup>rd</sup> and Bond Street/2<sup>nd</sup> intersections**

Many people have requested improvements on Bond Street. Parking will be removed and restricted to increase sight distances at both intersections. Staff worked with adjacent property owners to plan the project.

NEW BUSINESS:

REPORTS OF OFFICERS/COMMISSIONERS:

No reports.

PUBLIC COMMENT:

There was none.

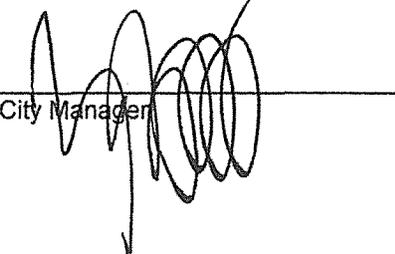
ADJOURNMENT:

There being no further business, the meeting was adjourned to convene the Planning Commission Meeting at 6:36 pm.

**ATTEST:**

  
Secretary

**APPROVED:**

  
City Manager



CITY OF ASTORIA  
Founded 1811 • Incorporated 1856  
COMMUNITY DEVELOPMENT

## MEMORANDUM

DATE: November 15, 2017  
TO: CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER  
SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH CREST  
FOR BUILDING PLANNING SERVICES

### **BACKGROUND**

As a founding member of the organization, the City has utilized the Columbia River Estuary Study Taskforce (CREST) for over four decades for various planning and engineering assistance, especially in aquatic and shorelands areas. With changes in staffing at the Community Development Department, there has been a need for additional support for staff reports to the Planning Commission and for minor administrative permits.

A draft agreement has been prepared for Council consideration and the draft has been reviewed and approved as to form by the City Attorney.

### **RECOMMENDATION**

It is recommended that the Council authorize the City Manager to sign the intergovernmental agreement.

By: \_\_\_\_\_  
Mike Morgan, Interim Planner

Attachment: IGA Agreement

**INTERGOVERNMENTAL  
AGREEMENT**  
**Between the City of Astoria and the Columbia River Estuary Study  
Taskforce For Planning Services**

This Intergovernmental Agreement is entered into on the last date signed below, by and between the CITY OF ASTORIA, an Oregon municipal corporation ("City"), and the COLUMBIA RIVER ESTUARY STUDY TASKFORCE, an Oregon council of governments ("CREST"), pursuant ORS chapter 190 and the City's home rule charter authority.

**RECITALS**

**WHEREAS**, the Legislature of the State of Oregon has declared it to be a matter of statewide concern to promote intergovernmental cooperation for the purposes of furthering economy and efficiency in local government;

**WHEREAS**, ORS Chapter 190 authorizes local governments to enter into agreements such as this for the performance of any functions and activities that a local government has authority to perform;

**WHEREAS**, City is in need of supplemental planning services;

**WHEREAS**, CREST can provide said planning services to City;

**WHEREAS**, the parties agree that sharing services promotes cost effective and efficient use of public resources; and

**WHEREAS**, the parties desire to enter into an intergovernmental agreement sharing such services and public resources.

**NOW, THEREFORE**, based on the foregoing Recitals and in consideration of the promises and mutual benefits and advantages accruing to each, the parties agree as follows:

1. **Effective Date and Term.** This Agreement shall be effective on the date it is signed by the last signatory.
2. **Termination and Modification.** Either party may terminate this Agreement sooner, with or without cause, by providing the other party with written notice at least 30 days prior to the effective date of termination. Upon termination of this Agreement, payment will be made for work completed and accepted to the date of termination. This Agreement may be modified only by written instrument signed by authorized representatives of both parties.

3. **Obligations of CREST.** CREST shall provide planning services up to 10 hours per week (as needed and available) for the CITY's Community Development Department.

4. **Obligations of City.** In consideration for CREST's services provided under this Agreement, City shall pay CREST at the rate of \$60.00 per hour for each hour worked by its

employee. CREST shall provide City with a monthly invoice for services performed, which City shall pay within 30 days of presentment. Monthly invoices shall describe all services performed with particularity and shall itemize and explain any expenses for which CREST claims reimbursement.

5. **Independent Contractor.**

- a. All CREST personnel to provide services under this Agreement shall be deemed independent contractors and not employees of City. Nothing herein shall alter the employment status of any workers providing services under this Agreement. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and condition of their employer. City shall not be responsible for the direct payment of any salaries, wages, compensation or benefits for CREST workers performing services on behalf of City under this Agreement.
- b. Neither party nor any worker performing work under this Agreement is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by the other party.
- c. Each party is solely responsible for claims of its employees for damages or injuries in connection with the services provided under this Agreement and with their employment or arising under workers' compensation law.

6. **Liability and Indemnification.** Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney's fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

7. **Notice of Claim.** Each party shall provide to the other immediate written notice of any action, suit filed, claim made or notice of claim presented against that party for actions arising under this Agreement, regardless of whether litigation is involved.

8. **Insurance.** Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this Agreement, at levels necessary to protect against public body liability as specified in ORS 30.270.

9. **Tort Limits.** This Agreement is expressly subject to the tort limits and provisions of the Oregon Tort Claims Act (ORS 30.260 to 30.300) and is contingent upon funds being appropriated therefor.

10. **Attorney Fees.** In the event of any action or proceeding to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees, in addition to costs and disbursement, at arbitration, trial, and on appeal.

11. **No Third-Party Beneficiaries.** The signatories hereto are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, or is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such persons are individually identified by name herein.

12. **Merger.** This writing is intended both as the final expression of the Agreement between the parties with respect to the terms and subject addressed herein and as a complete and exclusive statement of the terms of the parties' Agreement.

**IT IS SO AGREED** by the parties hereto as indicated by the signatures of their authorized representatives:

**CITY OF ASTORIA:**

**COLUMBIA RIVER ESTUARY  
STUDY TASKFORCE:**

\_\_\_\_\_  
By: Brett Estes, City Manager

\_\_\_\_\_  
By: Denise Lofman, Director

Date:

Date:



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CITY OF ASTORIA  
POLICE DEPARTMENT

**DATE:** Monday, November 13, 2017

**M E M O R A N D U M**

**TO:** MAYOR AND CITY COUNCIL

**FROM:** BRETT ESTES, CITY MANAGER 

**SUBJECT: ORDINANCE MODIFYING CITY CODE 5.927 ADDING ADDITIONAL EXEMPTION RELATED TO PARK HOURS**

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**DISCUSSION/ANALYSIS**

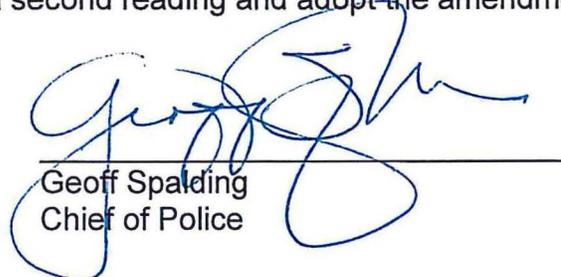
This ordinance received its first reading at the November 6, 2017 City Council meeting. Astoria High School is experiencing increased demands for student parking that has exceeded their current capacity on the school grounds. This concern is exacerbated by recent road work along West Marine Drive causing students to park further from the school and in some cases crossing a major highway on foot to arrive at school.

Currently, the City ordinance prohibits persons between the ages of 7 and 18 to be in the park during school hours. Authorizing students to park in the Park during school hours would place them in violation of the City ordinance. Some students are currently parking at Tapiola Park which presents challenges for our officers.

City Parks Department and Police Department staff met with the Astoria High School principal to explore options to increase student safety. A partial solution was discussed that included students being allowed to park on the lower parking lot of Tapiola Park during school hours. The impact to the Park would be minimal during these hours. An additional exemption added to the list of exemptions in City Code 5.927 would remedy this situation.

**RECOMMENDATION**

It is recommended that Council hold a second reading and adopt the amendment to Astoria City Code Section 5.927.

  
\_\_\_\_\_  
Geoff Spalding  
Chief of Police

ORDINANCE NO. 17-\_\_

AN ORDINANCE REVISING ORDINANCE 5.927 RELATING TO PARK HOURS

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

**Section 1.** Revision of Astoria City Code 5.927 Astoria City Code section 5.927 is revised to read as follows:

**5.927** Park Hours.

- (A) Parks will be open for public use from dawn until 10:00 p.m. unless otherwise posted.
- (B) No person between the ages of 7 and 18 years who has not completed the twelfth grade shall be in or upon any City of Astoria park during regular school hours unless:
  - a. The person is accompanied by a parent, guardian or other person 18 years of age or over and authorized by the parent or by law to have care and custody of the person;
  - b. The person is then engaged in a lawful pursuit or activity which requires the presence of the person in such park during regular school hours and is authorized by the person's parent, guardian, or other person having the legal care and custody of such person; Page 5 – 58 5.927 Astoria Code 5.931
  - c. The person is authorized and approved to be away from the school and is not suspended or expelled from school.
  - d. The person is authorized by Astoria High School to park in the lower parking lot of Tapiola Park during regular school hours. The person shall walk directly from their vehicle to the high school via West Marine Drive and shall not remain in the park. Astoria School District shall determine the method of authorization and appropriate permitting for those persons.
- (C) For purpose of this section, regular school hours are those hours for the school which the person would attend in the school district in which the person resides, on any day for which school is in session. [Section 5.927 amended by Ordinance No. 05-17, passed December 5, 2005.]

**Section 2.** Effective Date. This ordinance shall become effective 30 days after its adoption.

ADOPTED BY THE CITY COUNCIL THIS 20<sup>TH</sup> DAY OF NOVEMBER 2017  
APPROVED BY THE MAYOR THIS 20<sup>TH</sup> DAY OF NOVEMBER 2017

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

ROLL CALL ON ADOPTION

YEA NAY ABSENT

Councilor Nemlowill

Brownson

Price

Jones

Mayor LaMear



**CITY OF ASTORIA**  
Founded 1811 • Incorporated 1856

November 8, 2017

## **MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **WATERFRONT BRIDGES REPLACEMENT PROJECT – PRIVATE EASEMENTS AND RIGHT-OF-WAY DEDICATIONS**

### **DISCUSSION/ANALYSIS**

Where each of the City's numbered streets between 6<sup>th</sup> and 11<sup>th</sup> Streets meet the Columbia River, a short bridge connects the solid-ground road to the over-water pier structure. These waterfront bridge structures are of utmost importance to the City as they provide access to critical portions of our waterfront. They provide both pedestrian, vehicular, and trolley access to many businesses and attractions. In addition, they provide essential emergency vehicle access to the waterfront. Currently the structures are all vehicular load limited. The City secured funding through the Oregon Department of Transportation (ODOT) Local Highway Bridge Program with only 10.27% City match required. The design phase is over 60% complete with 95% complete design documents scheduled to be under review by the City in January.

As part of the Waterfront Bridges Replacement Project multiple easements are required from private property owners. Temporary construction easements are needed for eleven of the properties adjacent to the bridge construction. These temporary construction easements will only be used during construction and the property will be restored to as good or better condition as it was prior to the work. Permanent right-of-way dedication is necessary for six of the properties for the purpose of placing, installing and maintaining small portions of the new bridge structures.

The engineering design firm, OBEC Consulting Engineers, the City, and ODOT have followed the Federal Highway Administration policy and the ODOT right-of-way manual in developing the property easements and dedication deeds needed for the Waterfront Bridges Replacement Project. Appropriate and fair compensation for the easements and right-of-way acquisitions was based on these guidance documents and a full appraisal report.

At the September 5 Council meeting, three of the eleven temporary construction easements and one of the six dedication deeds were approved. Then at the October 16 Council meeting, one more temporary construction easement and dedication deed was approved.

The project team has been making substantial progress on the private property transactions. Another four temporary construction easements and two dedication deeds have been signed by owners. Upon Council approval of these easements and dedication deeds the property owners will be paid the following:

WILCOX & FLEGEL OIL temporary construction easement	west side of 6 <sup>th</sup> St.	\$1,188.00
WILCOX & FLEGEL OIL dedication deed	west side of 6 <sup>th</sup> St.	\$2,112.00
STARLIGHT ONE temporary construction easement	west side of 7 <sup>th</sup> St.	\$350.00
RIVER BARREL (Buoy Beer) temporary construction easement	west side of 8 <sup>th</sup> St.	\$12,967.00
RIVER BARREL (Buoy Beer) dedication deed	west side of 8 <sup>th</sup> St.	\$733.00
RON HOXIE temporary construction easement	east side of 10 <sup>th</sup> St.	\$520.00
<b>TOTAL</b>		<b>\$17,870.00</b>

The largest compensation amount is for the River Barrel construction easement because it includes over half of their parking lot that will be needed during construction of the 8<sup>th</sup> Street Bridge. Total paid to private property owners to date for the temporary construction easements and dedication deeds is \$24,220 (including the \$17,870 presented in this memo) with the City's portion being \$2,488. The project team is coordinating signatures on the remaining two dedication deeds and three easements that have been verbally agreed upon by the owners. Finalized documents will be presented to Council as soon as they are available. Private property transactions are important to the success of a project and critical deadlines must be met with these transactions to keep the project on schedule.

Procurement of easements was included in the project budget and is eligible for reimbursement through the project funding. The City will be responsible for 10.27% of the bridge project final cost. The 10.27% is proposed to be paid through Surface Transportation Program (STP) Funds. The total cost for the easements and dedication deeds was estimated at up to \$90,000; however, the total cost is now expected to be less than \$35,000.

The City Attorney has reviewed and approved as to form the easements and dedications.

**RECOMMENDATION**

It is recommended that City Council authorize the Mayor to sign the four private easements and two dedication deeds at a total cost of \$17,870.00 for construction of the Waterfront Bridges Replacement project.

Submitted By   
 Ken P. Cook, Public Works Director

Prepared By   
 Cindy D. Moore, City Support Engineer

GRANTOR: Wilson Oil, Inc. a Washington Corporation, doing business as Wilcox & Flegel Oil Co.  
GRANTEE: City of Astoria, Oregon  
CONSIDERATION: \$1,188.00

After recording return to:  
City of Astoria  
1095 Duane St.  
Astoria, OR 97103

Until a change is requested, all tax statements shall be sent to the following address: N/A

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that WILSON OIL, INC. A WASHINGTON CORPORATION, DOING BUSINESS AS WILCOX & FLEGEL OIL CO.(Grantor), for the consideration of ONE THOUSAND ONE HUNDRED EIGHTY-EIGHT DOLLARS (\$1,188.00) to it paid, the receipt of which is hereby acknowledged, do grant unto the CITY OF ASTORIA, an Oregon municipal corporation (Grantee), a temporary construction easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described temporary construction easement unto Grantee in accordance with the conditions and covenants as follows:

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

The temporary easement shall expire three years from recording of this document unless extended by written agreement between the Grantee and the Grantor herein.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Dated this 2 day of November, 2017.

Wilson Oil, Inc. a Washington Corporation, doing business as Wilcox & Flegel Oil Co.

[Signature]  
Aaron Wilcox, President

[Signature]  
Judith Walling, Secretary

Dated November 2, 2017. Personally appeared Aaron Wilcox and Judith Walling who being sworn that they are the President and the Secretary of Wilson Oil, Inc. a Washington Corporation, doing business as Wilcox & Flegel Oil Co. and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:

STATE OF Washington  
County of Clark )<sup>ss</sup>

(SEAL)

DAVID NICKERSON  
Notary Public  
State of Washington  
My Commission Expires  
March 30, 2019

[Signature]  
(Notary Public)  
Notary Public in and for the State of Washington  
residing at Shorewood Oregon  
My commission expires MARCH 30, 2019.

ACCEPTED ON BEHALF OF THE CITY  
OF ASTORIA BY:

\_\_\_\_\_  
Airline LaMear, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Blair Henningsgaard, City Attorney

**Parcel 1 – FEE**

A parcel of land lying in the Lot 4, Block 5, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in Parcel No. 7 of that Warranty Deed to Wilson Oil, INC, a Washington corporation doing business as Wilcox & Flegel Oil Co. dated October 01, 2002 as Instrument Number 200211019 of the Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 6<sup>TH</sup> Street center line at Station "6TH" 8+66.00, and included in a strip of land 28.00 feet in width, lying on the Westerly side of the 6<sup>TH</sup> Street "6TH" center line, which center line is described as follows:

Beginning at center line Station "6TH" 6+00.00, said Station being North 56°26'58" West 857.94 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 483.34 feet to center line Station "6TH" 10+83.34, said Station being South 89°17'02" West 725.67 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

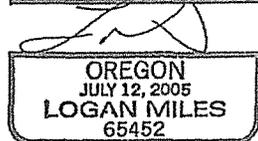
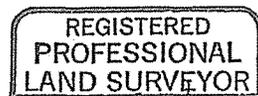
This parcel of land contains 23 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Lot 4, Block 5, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in Parcel No. 7 of that Warranty Deed to Wilson Oil, INC, a Washington corporation doing business as Wilcox & Flegel Oil Co. dated October 01, 2002 as Instrument Number 200211019 of the Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 6TH Street center line at Station "6TH" 9+15.00, and included in a strip of land 36.00 feet in width, lying on the Westerly side of the 6TH Street "6TH" center line, which center line is described in Parcel 1:

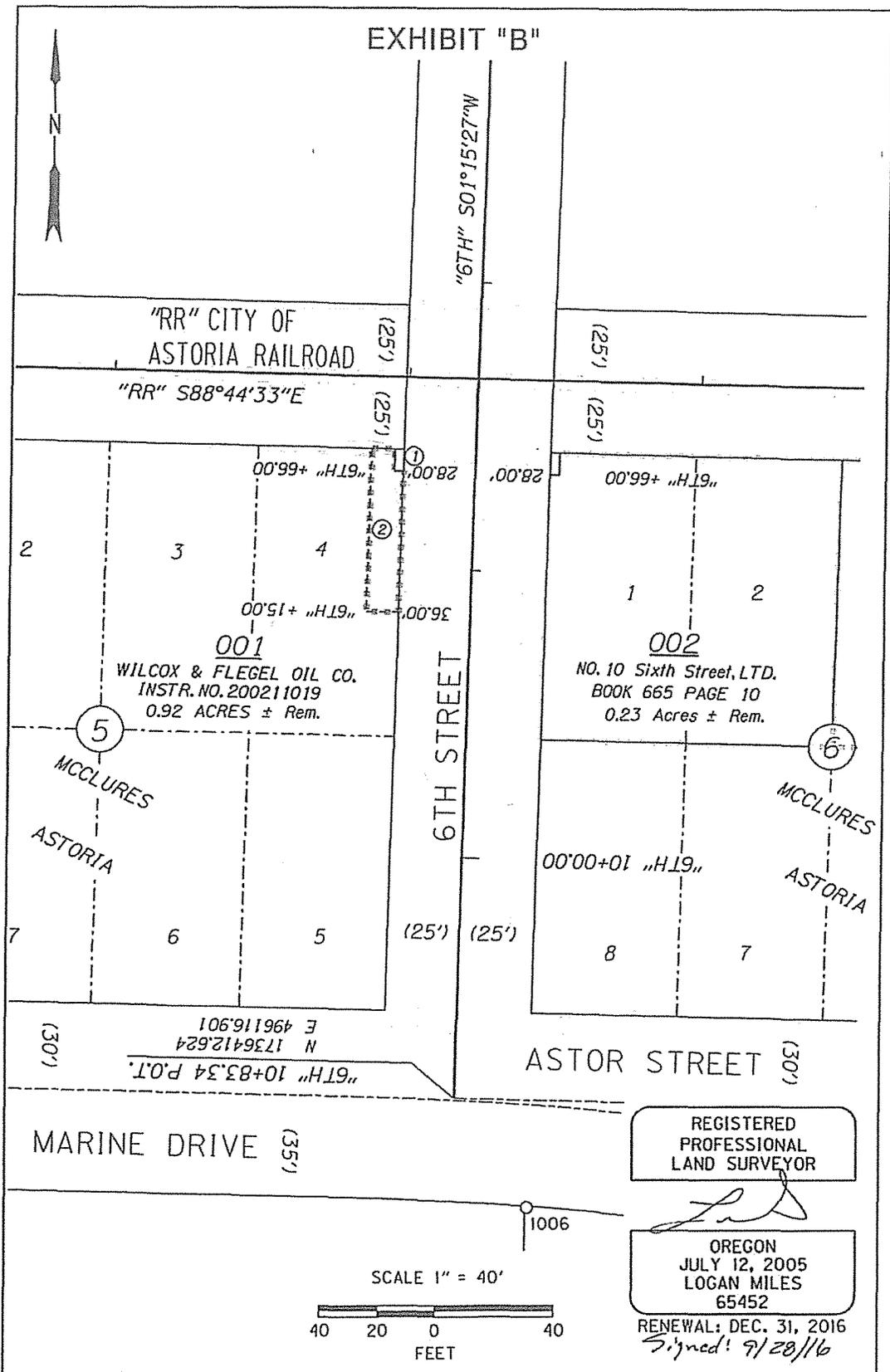
EXCEPT therefrom Parcel 1

This parcel of land contains 600 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016  
Signed: 9/28/16

EXHIBIT "B"



CLATSOP COUNTY			
Road	6th Street		
DRG. NO.	18430_001	KEY NO.	18430
Project	ASTORIA WATERFRONT BRIDGE REPLACEMENT		
CITY	ASTORIA	COUNTY	CLATSOP
SCALE :	1"=40'		
DATE :	September 28, 2016		

LEGEND	
① FEE	23 f12±
② Temp. Ease. - Work Area	600 f12±
	
<small>                 Oregon 07th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th, 101st, 102nd, 103rd, 104th, 105th, 106th, 107th, 108th, 109th, 110th, 111th, 112th, 113th, 114th, 115th, 116th, 117th, 118th, 119th, 120th, 121st, 122nd, 123rd, 124th, 125th, 126th, 127th, 128th, 129th, 130th, 131st, 132nd, 133rd, 134th, 135th, 136th, 137th, 138th, 139th, 140th, 141st, 142nd, 143rd, 144th, 145th, 146th, 147th, 148th, 149th, 150th, 151st, 152nd, 153rd, 154th, 155th, 156th, 157th, 158th, 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1389th, 1390th, 1391st, 1392nd, 1393rd, 1394th, 1395th, 1396th, 1397th, 1398th, 1399th, 1400th, 1401st, 1402nd, 1403rd, 1404th, 1405th, 1406th, 1407th, 1408th, 1409th, 1410th, 1411st, 1412nd, 1413th, 1414th, 1415th, 1416th, 1417th, 1418th, 1419th, 1420th, 1421st, 1422nd, 1423rd, 1424th, 1425th, 1426th, 1427th, 1428th, 1429th, 1430th, 1431st, 1432nd, 1433rd, 1434th, 1435th, 1436th, 1437th, 1438th, 1439th, 1440th, 1441st, 1442nd, 1443rd, 1444th, 1445th, 1446th, 1447th, 1448th, 1449th, 1450th, 1451st, 1452nd, 1453rd, 1454th, 1455th, 1456th, 1457th, 1458th, 1459th, 1460th, 1461st, 1462nd, 1463rd, 1464th, 1465th, 1466th, 1467th, 1468th, 1469th, 1470th, 1471st, 1472nd, 1473rd, 1474th, 1475th, 1476th, 1477th, 1478th, 1479th, 1480th, 1481st, 1482nd, 1483rd, 1484th, 1485th, 1486th, 1487th, 1488th, 1489th, 1490th, 1491st, 1492nd, 1493rd, 1494th, 1495th, 1496th, 1497th, 1498th, 1499th, 1500th, 1501st, 1502nd, 1503rd, 1504th, 1505th, 1506th, 1507th, 1508th, 1509th, 1510th, 1511st, 1512nd, 1513th, 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1764th, 1765th, 1766th, 1767th, 1768th, 1769th, 1770th, 1771st, 1772nd, 1773rd, 1774th, 1775th, 1776th, 1777th, 1778th, 1779th, 1780th, 1781st, 1782nd, 1783rd, 1784th, 1785th, 1786th, 1787th, 1788th, 1789th, 1790th, 1791st, 1792nd, 1793rd, 1794th, 1795th, 1796th, 1797th, 1798th, 1799th, 1800th, 1801st, 1802nd, 1803rd, 1804th, 1805th, 1806th, 1807th, 1808th, 1809th, 1810th, 1811st, 1812nd, </small>	

GRANTOR: Wilson Oil, Inc. a Washington Corporation, doing business as Wilcox & Flegel Oil Co.

GRANTEE: City of Astoria, Oregon

CONSIDERATION: \$2,112.00

After recording return to:

City of Astoria  
1095 Duane St.  
Astoria, OR 97103

Until a change is requested, all tax statements shall be sent to the following address: N/A

### DEDICATION DEED

Wilson Oil, Inc. a Washington Corporation, doing business as Wilcox & Flegel Oil Co. GRANTOR(S), conveys, warrants and dedicates to the CITY OF ASTORIA, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibits "A and B", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$2,112.00

The above described property is conveyed free of encumbrances, except as specifically set forth herein: NONE.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

In construing this deed and where the context so requires, the singular includes the plural.

Dated this 2nd day of November, 2017.

**Wilson Oil, Inc. a Washington Corporation, doing business as Wilcox & Flegel Oil Co.**

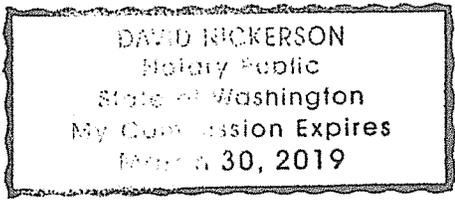
[Signature]  
Aaron Wilcox, President

[Signature]  
Judith Walling, Secretary

Dated November 2, 2017. Personally appeared Aaron Wilcox and Judith Walling who being sworn that they are the President and the Secretary of Wilson Oil, Inc. a Washington Corporation, doing business as Wilcox & Flegel Oil Co. and that this instrument was voluntarily signed on behalf of the corporation by authority of its Board of Directors. Before me:

STATE OF Washington )  
Oregon )  
County of Clark )<sup>SS</sup>

(SEAL)



[Signature]  
DAVID NICKERSON  
(Notary Public)  
Notary Public in and for the State of Washington  
residing at Sherwood Oregon  
My commission expires March 30, 2019.

APPROVAL OF CONVEYANCE (ORS 93.808)

The City of Astoria hereby approves of this conveyance and accepts title.

---

Arline LaMear, Mayor

Approved as to form:

---

Blair Henningsgaard, City Attorney

**Parcel 1 – FEE**

A parcel of land lying in the Lot 4, Block 5, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in Parcel No. 7 of that Warranty Deed to Wilson Oil, INC, a Washington corporation doing business as Wilcox & Flegel Oil Co. dated October 01, 2002 as Instrument Number 200211019 of the Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 6<sup>TH</sup> Street center line at Station "6TH" 8+66.00, and included in a strip of land 28.00 feet in width, lying on the Westerly side of the 6<sup>TH</sup> Street "6TH" center line, which center line is described as follows:

Beginning at center line Station "6TH" 6+00.00, said Station being North 56°26'58" West 857.94 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 483.34 feet to center line Station "6TH" 10+83.34, said Station being South 89°17'02" West 725.67 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

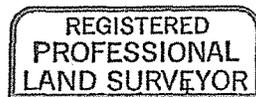
This parcel of land contains 23 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Lot 4, Block 5, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in Parcel No. 7 of that Warranty Deed to Wilson Oil, INC, a Washington corporation doing business as Wilcox & Flegel Oil Co. dated October 01, 2002 as Instrument Number 200211019 of the Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 6TH Street center line at Station "6TH" 9+15.00, and included in a strip of land 36.00 feet in width, lying on the Westerly side of the 6TH Street "6TH" center line, which center line is described in Parcel 1:

EXCEPT therefrom Parcel 1

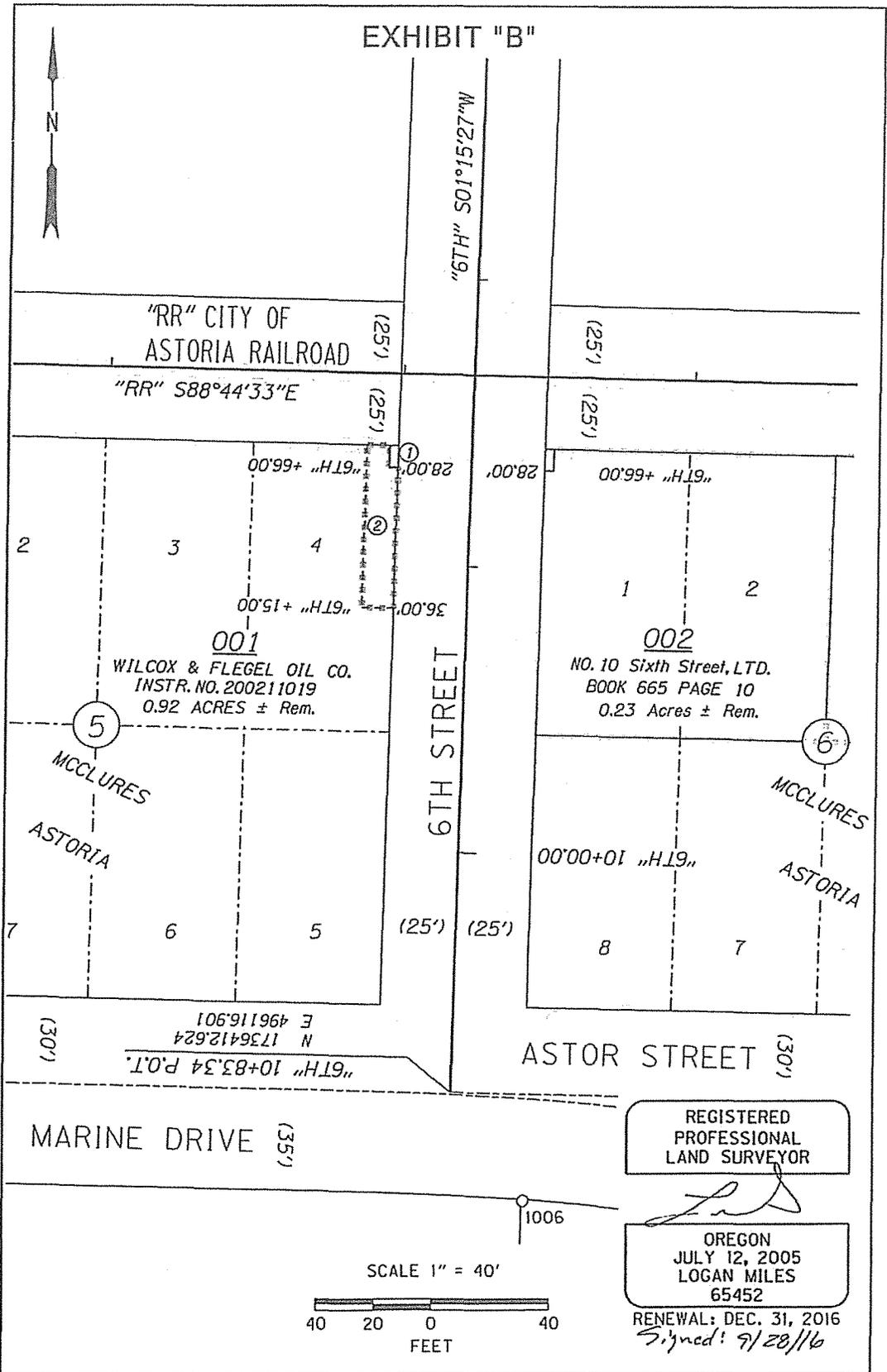
This parcel of land contains 600 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016

Signed: 9/28/16

EXHIBIT "B"



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Logan Miles*  
OREGON  
JULY 12, 2005  
LOGAN MILES  
65452

RENEWAL: DEC. 31, 2016  
*Signed: 9/28/16*

CLATSOP COUNTY			
Road	6th Street		
DRG. NO.	18430-001	KEY NO.	18430
Project	ASTORIA WATERFRONT BRIDGE REPLACEMENT		
CITY	ASTORIA	COUNTY	CLATSOP
SCALE :	1"=40'		
DATE :	September 28, 2016		

LEGEND	
① FEE	23 ft <sup>2</sup> ±
② Temp. Ease. - Work Area	600 ft <sup>2</sup> ±

OREGON PROFESSIONAL LAND SURVEYORS  
Division Office: 500 EAST 10th AVENUE, SUITE 2000, ASTORIA, OREGON 97101-4001, 541-325-4141  
 2000 EAST 10th AVENUE, SUITE 2000, SALEM, OREGON 97301-3747, 503-587-4141  
 1111 GRAND PARKWAY, SEASIDE, OREGON 97138-4001, 541-317-5330  
 3000 SW HAZARD ROAD, SUITE 400, ELLIOTTSVILLE, OREGON 97325, 541-842-4141  
 1111 MAIN STREET, SUITE 401, TACOMA, WASHINGTON 98402-3111, 253-471-1111

GRANTOR: Starlight One, L.L.C, A  
Washington Limited Liability Company  
GRANTEE: City of Astoria, Oregon  
CONSIDERATION: \$350.00

After recording return to:  
City of Astoria  
1095 Duane St.  
Astoria, OR 97103

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that STARLIGHT ONE, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY (Grantor), for the consideration of THREE HUNDRED FIFTY DOLLARS (\$350.00) to it paid, the receipt of which is hereby acknowledged, do grant unto the CITY OF ASTORIA, an Oregon municipal corporation (Grantee), a temporary construction easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described temporary construction easement unto Grantee in accordance with the conditions and covenants as follows:

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

The temporary easement shall expire three years from recording of this document unless extended by written agreement between the Grantee and the Grantor herein.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

STARLIGHT ONE, L.L.C., A  
WASHINGTON LIMITED LIABILITY  
COMPANY

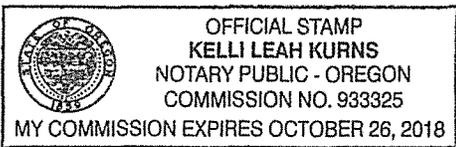
By: [Signature]

Title: Managing Member

STATE OF Oregon )  
 ) ss  
County of Clatsop )

On this 17 day of Oct 2017, before me personally appeared Andrew Barnstein to me known to be the owner of Starlight One, LLC., a Washington limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that I authorized to execute said instrument.

(SEAL)



Kelli Leah Kurns  
(Notary Public)

Notary Public in and for the State of Oregon  
residing at 988 Commercial St Astoria  
My commission expires 10/26/18

STARLIGHT ONE, L.L.C., A  
WASHINGTON LIMITED LIABILITY  
COMPANY

By: [Signature]

Title: Managing Member

STATE OF Oregon )  
 ) ss  
County of Clatsop )

On this 17 day of Oct 2017, before me personally appeared Andrew Bernstein to me known to be the owner of Starlight One, LLC.. a Washington limited liability company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that I authorized to execute said instrument.

(SEAL)



Kelli Leah Kurns  
(Notary Public)

Notary Public in and for the State of Oregon  
residing at 788 Commercial St Astoria  
My commission expires 10/26/18





ACCEPTED ON BEHALF OF THE CITY  
OF ASTORIA BY:

\_\_\_\_\_

Arline LaMear, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_

Blair Henningsgaard, City Attorney

**Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

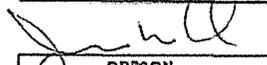
A parcel of land lying in Lots 3 and 4, Block 6, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to Starlight One, L.L.C., a Washington Limited Liability Company, dated January 08, 2015 as Instrument Number 201500141 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said Lot 4 lying Northerly of a line at right angles to the 7<sup>TH</sup> Street center line at Station "7TH" 9+42.00, and included in a strip of land 36.00 feet in width, lying on the Westerly side of the 7<sup>TH</sup> Street "7TH" center line, which center line is described as follows:

Beginning at center line Station "7TH" 7+00.00, said Station being North 49°14'49" West 615.85 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 416.69 feet to center line Station "7TH" 11+16.69, said Station being South 88°14'50" West 475.90 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 9 square feet, more or less, outside the existing right of way.

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JAN. 12, 1989  
JAMES W. COLTON  
-51720

RENEWS: DEC. 31, 2017  
SIGNED: 8/23/2017



GRANTOR: River Barrel Brewing, Inc., an  
Oregon corporation  
GRANTEE: City of Astoria, Oregon  
CONSIDERATION: \$12,967.00

After recording return to:  
City of Astoria  
1095 Duane St.  
Astoria, OR 97103

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that RIVER BARREL BREWING, INC., AN OREGON CORPORATION. (Grantor), for the consideration of TWELVE THOUSAND NINE HUNDRED SIXTY-SEVEN DOLLARS (\$12,967.00) to it paid, the receipt of which is hereby acknowledged, do grant unto the CITY OF ASTORIA, an Oregon municipal corporation (Grantee), a temporary construction easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described temporary construction easement unto Grantee in accordance with the conditions and covenants as follows:

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

The temporary easement shall expire three years from recording of this document unless extended by written agreement between the Grantee and the Grantor herein.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

River Barrel Brewing, Inc.,  
an Oregon Corporation

By: David Kroening

Title: President

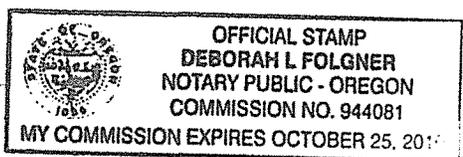
By: \_\_\_\_\_

Title: \_\_\_\_\_

On this 27 day of October 2017, before me personally appeared David Kroening and \_\_\_\_\_ to me known to be the President and the \_\_\_\_\_ of River Barrel Brewing, Inc., an Oregon Corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute said instrument.

STATE OF Oregon )  
County of Clatsop ) SS

(SEAL)



Deborah L. Folgner  
(Notary Public)

Notary Public in and for the State of Oregon  
residing at 588 Commercial St  
My commission expires Oct 25, 2019

ACCEPTED ON BEHALF OF THE CITY

OF ASTORIA BY:

\_\_\_\_\_

Arline LaMear, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_

Blair Henningsgaard, City Attorney

**Parcel 1 – FEE**

A parcel of land lying in the Lot 4, Block 7, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to River Barrel Brewing, Inc. dated May 24, 2016 as Instrument Number 201603687 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of the said Lot 4 lying Northerly of a line at right angles to the 8TH Street center line at Station "8TH" 9+50.00, and included in a strip of land 29.00 feet in width, lying on the Westerly side of the 8TH Street "8TH" center line, which center line is described as follows:

Beginning at center line Station "8TH" 8+00.00, said Station being North 33°27'06" West 395.36 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 350.00 feet to center line Station "8TH" 11+50.00, said Station being South 84°55'15" West 226.50 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 34 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Lots 3 and 4, Block 7, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to River Barrel Brewing, Inc. dated May 24, 2016 as Instrument Number 201603687 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of the said Lots 3 and 4 included in a strip of land variable in width, lying on the Westerly side of the 8TH Street "8TH" center line, which center line is described in Parcel 1.

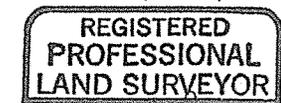
The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line
"8TH" 9+25.00		"8TH" 9+70.00	120.00
"8TH" 9+70.00		"8TH" 9+95.00	120.00 in a straight line to 70.00
"8TH" 9+95.00		"8TH" 10+20.00	70.00

EXCEPT therefrom Parcel 1

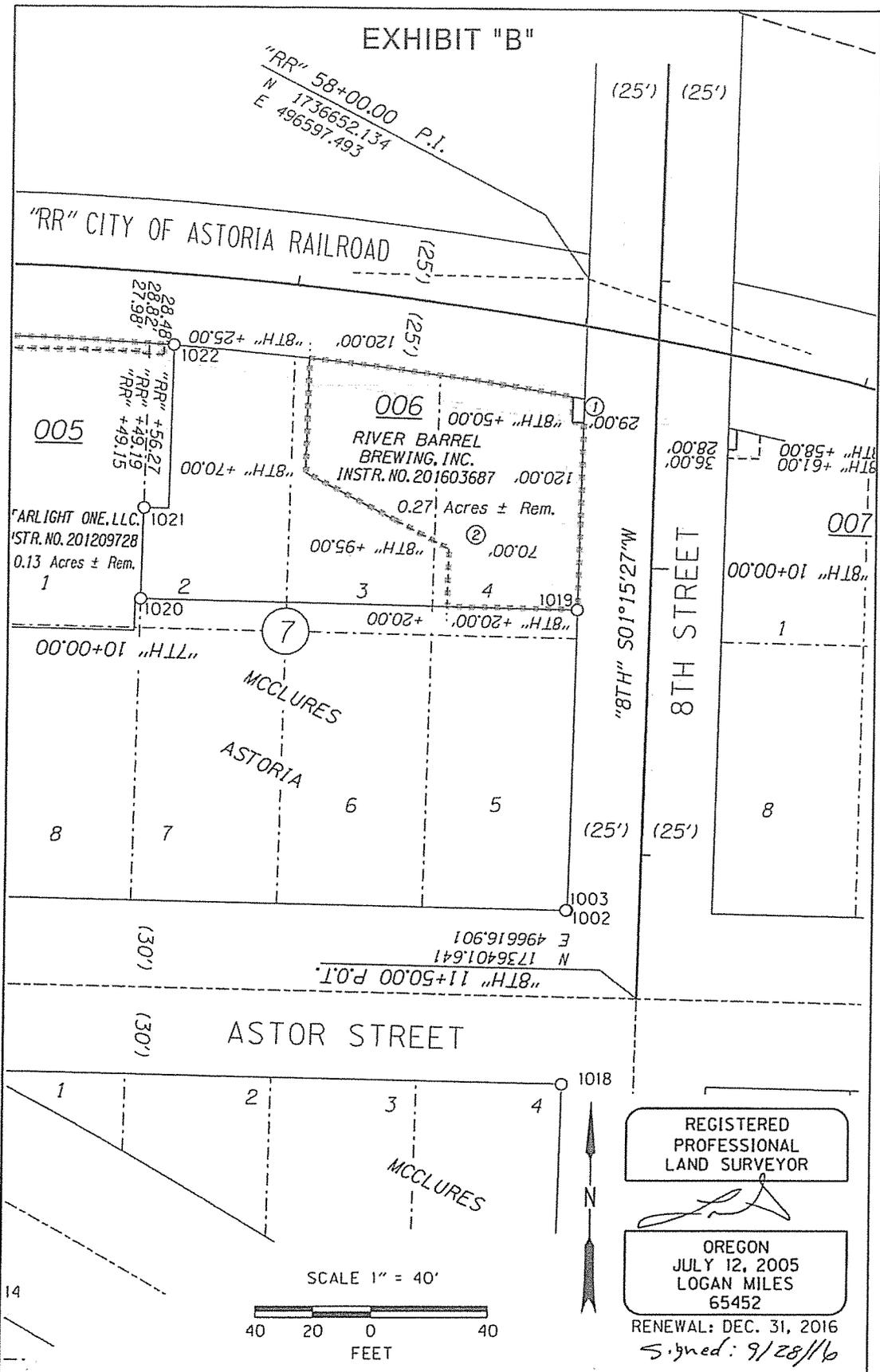
ALSO EXCEPT therefrom the South 10.00 feet of said Lot 4.

This parcel of land contains 5,894 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016  
signed: 9/28/16

EXHIBIT "B"

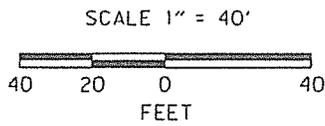


REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*

OREGON  
JULY 12, 2005  
LOGAN MILES  
65452

RENEWAL: DEC. 31, 2016  
Signed: 9/28/16



CLATSOP COUNTY			
Road	8th Street		
DRG. NO.	18430_006	KEY NO.	18430
Project	ASTORIA WATERFRONT BRIDGE REPLACEMENT		
CITY	ASTORIA	COUNTY	CLATSOP
SCALE :	1"=40'		
DATE :	September 28, 2016		

LEGEND	
① FEE	34 ft <sup>2</sup> ±
② Temp. Ease. - Work Area	5,894 ft <sup>2</sup> ±
<small>                 District Office 800 COLLEGE CLATSOP ROAD SUITE 200 ASTORIA, OREGON 97101-6005, 541-483-8200                  3700 FAIRVIEW INDUSTRIAL DRIVE SE SUITE 200 SALEM, OREGON 97302-5053-5055-5100                  831 OHANE PARKWAY MEDFORD, OREGON 97504-4005, 541-774-5500                  5000 SW HEARDS ROAD SUITE 400 LAKE OREGON, OREGON 97035, 503-420-4103                  1111 MAIN STREET, SUITE 401 VANCOUVER, WASHINGTON 98660, 360-514-2311             </small>	

GRANTOR: River Barrel Brewing, Inc., an  
Oregon corporation  
GRANTEE: City of Astoria, Oregon  
CONSIDERATION: \$733.00

After recording return to:  
City of Astoria  
1095 Duane St.  
Astoria, OR 97103

Until a change is requested, all tax statements shall be  
sent to the following address: N/A

### DEDICATION DEED

River Barrel Brewing, Inc., an Oregon corporation, GRANTOR(S), conveys, warrants and dedicates to the CITY OF ASTORIA, a Municipal Corporation of the State of Oregon, GRANTEE, a perpetual right-of-way for roadway, pedestrian and public utility purposes, as described in Exhibit "A and B", attached hereto and incorporated herein by this reference.

The true and actual consideration for this conveyance is \$733.00

The above described property is conveyed free of encumbrances, except as specifically set forth herein: NONE.

The Grantor(s) hereby covenant that the Grantor(s) are lawfully seized of the estate in the property, that the Grantor(s) have good right to convey the same, that at the time of the delivery of the deed the property is free from encumbrances except as specifically set forth on the deed, and that the Grantor(s) warrant and will defend the title to the property against all persons who may lawfully claim the same.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

River Barrel Brewing, Inc.,  
an Oregon Corporation

By: David Kroening  
Title: President

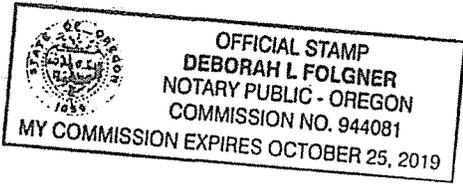
STATE OF Oregon )  
County of Clatsop ) ss

On this 27 day of October 2017, before me personally appeared David Kroening and \_\_\_\_\_ to me known to be the President of River Barrel Brewing, Inc., an Oregon Corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute said instrument.

STATE OF Oregon )  
County of Clatsop ) ss

(SEAL)

Deborah L Folgner  
(Notary Public)



Notary Public in and for the State of Oregon  
residing at 888 Commercial St  
My commission expires Oct 25, 2019

ACCEPTED ON BEHALF OF THE CITY

OF ASTORIA BY:

\_\_\_\_\_

Arline LaMear, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_

Blair Henningsgaard, City Attorney

**Parcel 1 – FEE**

A parcel of land lying in the Lot 4, Block 7, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to River Barrel Brewing, Inc. dated May 24, 2016 as Instrument Number 201603687 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of the said Lot 4 lying Northerly of a line at right angles to the 8TH Street center line at Station "8TH" 9+50.00, and included in a strip of land 29.00 feet in width, lying on the Westerly side of the 8TH Street "8TH" center line, which center line is described as follows:

Beginning at center line Station "8TH" 8+00.00, said Station being North 33°27'06" West 395.36 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 350.00 feet to center line Station "8TH" 11+50.00, said Station being South 84°55'15" West 226.50 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 34 square feet, more or less, outside the existing right of way.

**Parcel 2 – Temporary Easement for Work Area (3 years or duration of Project, whichever is sooner)**

A parcel of land lying in the Lots 3 and 4, Block 7, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed – Statutory Form to River Barrel Brewing, Inc. dated May 24, 2016 as Instrument Number 201603687 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of the said Lots 3 and 4 included in a strip of land variable in width, lying on the Westerly side of the 8TH Street "8TH" center line, which center line is described in Parcel 1.

The width in feet of said strip of land is as follows:

Station	to	Station	Width on Westerly Side of Center Line
"8TH" 9+25.00		"8TH" 9+70.00	120.00
"8TH" 9+70.00		"8TH" 9+95.00	120.00 in a straight line to 70.00
"8TH" 9+95.00		"8TH" 10+20.00	70.00

EXCEPT therefrom Parcel 1

ALSO EXCEPT therefrom the South 10.00 feet of said Lot 4.

This parcel of land contains 5,894 square feet, more or less, outside the existing right of way.



RENEWAL: DEC. 31, 2016  
signed: 9/28/16



GRANTOR: Ronald P. Hoxie  
GRANTEE: City of Astoria, Oregon  
CONSIDERATION: \$520.00

After recording return to:  
City of Astoria  
1095 Duane St.  
Astoria, OR 97103

Until a change is requested, all tax statements shall be sent to the following address: N/A

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Ronald P. Hoxie, (Grantor), for the consideration of FIVE HUNDRED TWENTY DOLLARS (\$520.00) to it paid, the receipt of which is hereby acknowledged, do grant unto the CITY OF ASTORIA, an Oregon municipal corporation (Grantee), a temporary construction easement over and along the full width and length of the premises described as follows, to-wit:

See Exhibit A attached and as shown on Exhibit B attached.

TO HAVE AND TO HOLD the above-described temporary construction easement unto Grantee in accordance with the conditions and covenants as follows:

This temporary working easement shall be effective upon execution and shall continue until terminated as provided herein. The rights granted herein shall be exercised only for and during the time of the initial construction through completion of construction. This easement shall automatically terminate without the need for further action by either party upon the completion of construction.

The temporary easement period shall commence on September 15, 2019 and expire on September 15, 2021 unless extended by written agreement between the Grantee and the Grantor herein.

To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Grantee will indemnify and hold harmless Grantor, its heirs, and assigns, from claims of injury to person or property as a result of the negligence of Grantee, its agents, or employees in the construction of the project. This instrument, and the covenants and agreements contained in this instrument, shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors, and assigns of the respective parties.

Grantee, upon completion of the initial construction, shall restore the premises of Grantor, and any improvements disturbed by Grantee, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil and lawn.

Ronald P. Hoxie

By: Ronald P. Hoxie

Title: OWNER

STATE OF OREGON )  
 ) ss.  
County of Clatsop )

This instrument was acknowledged before me on October 27, 2017, by  
Ronald P. Hoxie.  
(Name)

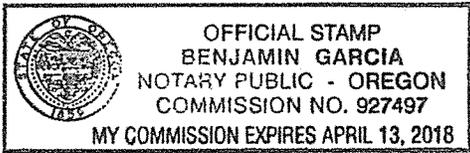
(SEAL)

Ben Garcia  
(Notary Public)

Notary Public in and for the State of OREGON

residing at PORTLAND

My commission expires 4/13/18



ACCEPTED ON BEHALF OF THE CITY

OF ASTORIA BY:

\_\_\_\_\_

Arline LaMear, Mayor

APPROVED AS TO FORM:

By: \_\_\_\_\_

Blair Henningsgaard, City Attorney

**Temporary Easement for Work Area (2 years or duration of Project, whichever is sooner).**

A parcel of land lying in SW1/4 of Section 8, Township 8 North, Range 9 West, W.M., Clatsop County, Oregon and being a portion of that property described in that Warranty Deed to Ronald P. Hoxie dated January 16, 1978 as Book 468 Page 864 of Clatsop County Deed Records, Clatsop County, Oregon, the said parcel being that portion of said property lying Northerly of a line at right angles to the 10<sup>TH</sup> Street center line at Station "10TH" 12+23.00, and included in a strip of land 35.00 feet in width on the Easterly side of the 10TH Street "10TH" center line, which center line is described as follows:

Beginning at center line Station "10TH" 10+00.00, said Station being North 56°23'01" East 335.20 feet from the Southeast Corner of Block 8, of the Town (now City) of Astoria as laid out and recorded by John McClure (McClures Astoria) Township 8 North, Range 9 West, W.M.; thence South 01°15'27" West 250.00 feet to center line Station "10TH" 12+50.00, said Station being South 76°45'54" East 281.12 feet from said Southeast Corner of Block 8.

Bearings are based on Survey Number B-13171, filed April 29, 2016 in the office of the Clatsop County Surveyor.

This parcel of land contains 287 square feet, more or less, outside the existing right of way.

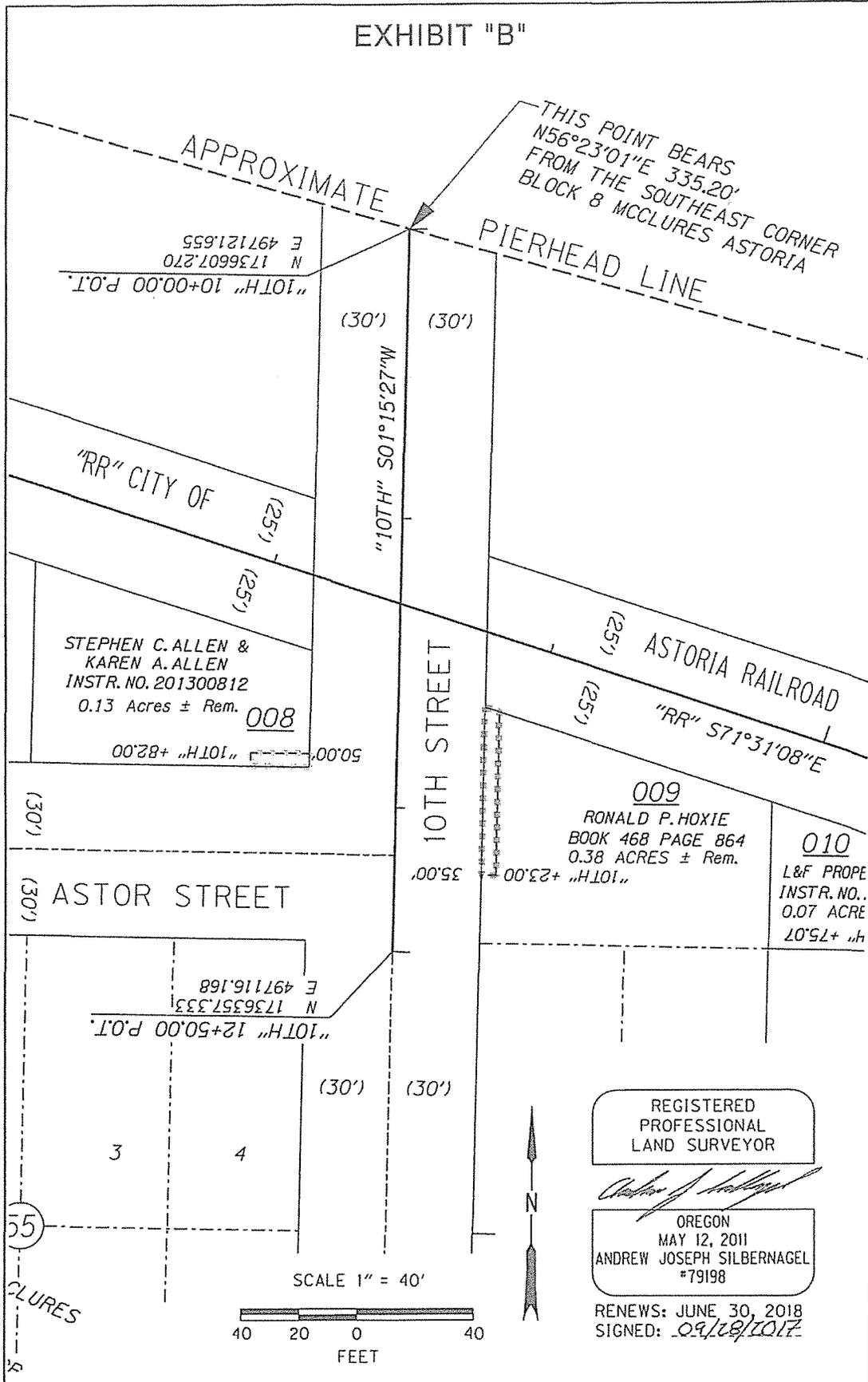
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
MAY 12, 2011  
ANDREW JOSEPH SILBERNAGEL  
#79198

RENEWS: JUNE, 30, 2018  
SIGNED: 09/28/2017

EXHIBIT "B"



CLATSOP COUNTY			
Road	10th Street		
DRG. NO.	18430_009	KEY NO.	18430
Project	ASTORIA WATERFRONT BRIDGE REPLACEMENT		
CITY	ASTORIA	COUNTY	CLATSOP
SCALE :	1"=40'		
DATE :	Rev. September 28, 2017		

**LEGEND**

Temp. Ease. - Work Area 287 ft<sup>2</sup>±

Copyright © 2011 SDC COUNTY CLERK ROAD, SUITE 4000 EUGENE, OREGON 97401-6202, 541-683-4200  
3300 FAIRVIEW INDUSTRIAL DRIVE, SUITE 200 SALEM, OREGON 97302, 503-589-1420  
831 OYAHUE PARKWAY WESTPORT, OREGON 97143-4204, 541-714-5330  
5000 SW WACONIA ROAD SUITE 400 LAKE OSWEGO, OREGON 97035, 503-620-4103  
1111 WALB STREET, SUITE 401 VANCOUVER, WASHINGTON 98663, 360-311-2291

**CONSULTING ENGINEERS**





November 9, 2017

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **WATERFRONT BRIDGES REPLACEMENT 6<sup>TH</sup> – 11<sup>TH</sup> STREETS  
ODOT IGA AMENDMENTS FOR RIGHT-OF-WAY SERVICES**

**DISCUSSION**

Where each of the City's numbered streets between 6<sup>th</sup> and 11<sup>th</sup> Streets meet the Columbia River, a short bridge connects the solid-ground road to the over-water pier structure. The waterfront bridge structures are of utmost importance to the City as they provide access to a critical portion of our waterfront. They provide both pedestrian and vehicular access to many businesses and attractions. In addition, they provide very important emergency vehicle access to the waterfront. Currently the structures are all load limited.

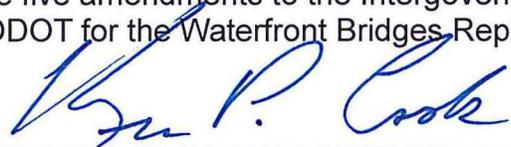
The City has received funding from the Oregon Department of Transportation (ODOT) through the Local Highway Bridge Program to replace the six waterfront bridges with a 10.27% City match. In August 2016, the City entered into Intergovernmental Agreements (IGAs) for Right-of-Way Services with ODOT, which need to be amended to extend the deadline for completing these services from December 31, 2017 to December 31, 2018 and update the contact person for both ODOT and the City.

Right-of-Way Services are necessary for five of the six Waterfront Bridges, so five IGA amendments are required. The City Attorney has reviewed and approved all agreements as to form.

**RECOMMENDATION**

It is recommended that Council authorize the five amendments to the Intergovernmental Agreement for Right-of-Way Services with ODOT for the Waterfront Bridges Replacement Project.

Submitted By: \_\_\_\_\_

  
Ken P. Cook, Public Works Director

Prepared By: \_\_\_\_\_

  
Cindy D. Moore, City Support Engineer

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**

6<sup>th</sup> Street: Waterfront Bridge Replacement, Bridge No. 21224  
City of Astoria

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on August 26, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend the expiration date and update the State contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2017, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2018, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

b. **STATE OBLIGATIONS, Paragraph 4, Page 2, which reads:**

4. State's right of way contact person for this Project is Keith Benjamin, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [keith.s.benjamin@odot.state.or.us](mailto:keith.s.benjamin@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

4. State's right of way contact person for this Project is Regina Thompson, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

c. **AGENCY OBLIGATIONS, Paragraph 8, Page 3, which reads:**

8. Agency's right of way contact person for this Project is Ken Cook, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [kcook@astoria.or.us](mailto:kcook@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

8. Agency's right of way contact person for this Project is Jeff Harrington, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 18431) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

City of Astoria / State of Oregon – Dept. of Transportation  
Agreement No. 31462, Amendment No. 1

**CITY OF ASTORIA**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By  \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Jeff Harrington, Public Works Director  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103  
Phone: (503) 338-5177  
Email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Right of Way Program Manager

Date \_\_\_\_\_

**State Contact:**

Regina Thompson, Senior Right of Way Agent  
ODOT Region 2  
455 Airport Road SE, Bldg. A  
Salem, OR 97301  
Phone: (503) 986-2609  
Email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us)

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**

7<sup>th</sup> Street: Waterfront Bridge Replacement, Bridge No. 21225  
City of Astoria

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on August 26, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend the expiration date and update the State contact information.

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2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2017, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2018, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

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4. State's right of way contact person for this Project is Keith Benjamin, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [keith.s.benjamin@odot.state.or.us](mailto:keith.s.benjamin@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

4. State's right of way contact person for this Project is Regina Thompson, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

c. **AGENCY OBLIGATIONS, Paragraph 8, Page 3, which reads:**

8. Agency's right of way contact person for this Project is Ken Cook, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [kcook@astoria.or.us](mailto:kcook@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

8. Agency's right of way contact person for this Project is Jeff Harrington, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 18427) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

**CITY OF ASTORIA**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By  \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Jeff Harrington, Public Works Director  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103  
Phone: (503) 338-5177  
Email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Right of Way Program Manager

Date \_\_\_\_\_

**State Contact:**

Regina Thompson, Senior Right of Way Agent  
ODOT Region 2  
455 Airport Road SE, Bldg. A  
Salem, OR 97301  
Phone: (503) 986-2609  
Email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us)

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**

8<sup>th</sup> Street: Waterfront Bridge Replacement Bridge No. 21226  
City of Astoria

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on August 26, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend the expiration date and update State contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2017, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2018, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

b. **STATE OBLIGATIONS, Paragraph 4, Page 2, which reads:**

4. State's right of way contact person for this Project is Keith Benjamin, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [keith.s.benjamin@odot.state.or.us](mailto:keith.s.benjamin@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

4. State's right of way contact person for this Project is Regina Thompson, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

c. **AGENCY OBLIGATIONS, Paragraph 8, Page 3, which reads:**

8. Agency's right of way contact person for this Project is Ken Cook, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [kcook@astoria.or.us](mailto:kcook@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

8. Agency's right of way contact person for this Project is Jeff Harrington, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 18428) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

**CITY OF ASTORIA**, by and through its  
elected officials

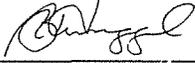
By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By  \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Jeff Harrington, Public Works Director  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103  
Phone: (503) 338-5177  
Email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Right of Way Program Manager

Date \_\_\_\_\_

**State Contact:**

Regina Thompson, Senior Right of Way Agent  
ODOT Region 2  
455 Airport Road SE, Bldg. A  
Salem, OR 97301  
Phone: (503) 986-2609  
Email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us)

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**

10<sup>th</sup> Street: Waterfront Bridge Replacement, Bridge No. 21228  
City of Astoria

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on August 26, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend the expiration date and update State contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2017, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2018, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

b. **STATE OBLIGATIONS, Paragraph 4, page 2, which reads:**

4. State's right of way contact person for this Project is Keith Benjamin, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [keith.s.benjamin@odot.state.or.us](mailto:keith.s.benjamin@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

4. State's right of way contact person for this Project is Regina Thompson, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

c. **AGENCY OBLIGATIONS, Paragraph 8, Page 3, which reads:**

8. Agency's right of way contact person for this Project is Ken Cook, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [kcook@astoria.or.us](mailto:kcook@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

8. Agency's right of way contact person for this Project is Jeff Harrington, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 18430) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

**CITY OF ASTORIA**, by and through its  
elected officials

By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By  \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**Agency Contact:**

Jeff Harrington, Public Works Director  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103  
Phone: (503) 338-5177  
Email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us)

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Right of Way Program Manager

Date \_\_\_\_\_

**State Contact:**

Regina Thompson, Senior Right of Way Agent  
ODOT Region 2  
455 Airport Road SE, Bldg. A  
Salem, OR 97301  
Phone: (503) 986-2609  
Email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us)

**AMENDMENT NUMBER 01  
INTERGOVERNMENTAL AGREEMENT  
FOR RIGHT OF WAY SERVICES**

11th Street: Waterfront Bridge Replacement Bridge No. 21229  
City of Astoria

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State," and **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on August 26, 2016.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to extend the expiration date and update State contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 17, 2017, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

**Shall be deleted in its entirety and replaced with the following:**

2. The work shall begin on the date all required signatures are obtained and shall be completed no later than December 31, 2018, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

b. **STATE OBLIGATIONS, Paragraph 4, Page 2, which reads:**

4. State's right of way contact person for this Project is Keith Benjamin, Senior Right of Way Agency, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [keith.s.benjamin@odot.state.or.us](mailto:keith.s.benjamin@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

4. State's right of way contact person for this Project is Regina Thompson, Senior Right of Way Agent, ODOT Region 2, 455 Airport Road SE, Building A, Salem, Oregon 97301; phone: (503) 986-2609; email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us), or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact changes during the term of this Agreement.

c. **AGENCY OBLIGATIONS, Paragraph 8, Page 3, which reads:**

8. Agency's right of way contact person for this Project is Ken Cook, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [kcook@astoria.or.us](mailto:kcook@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

**Shall be deleted in its entirety and replaced with the following:**

8. Agency's right of way contact person for this Project is Jeff Harrington, Public Works Director, City of Astoria, 1095 Duane Street, Astoria, Oregon 97103; phone: (503) 338-5177; email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us), or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.
3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**THE PARTIES**, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 18426) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

**CITY OF ASTORIA**, by and through its  
elected officials

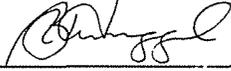
By \_\_\_\_\_  
Mayor

Date \_\_\_\_\_

By \_\_\_\_\_  
City Manager

Date \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**

By  \_\_\_\_\_  
City Legal Counsel

Date \_\_\_\_\_

**STATE OF OREGON**, by and through  
its Department of Transportation

By \_\_\_\_\_  
State Right of Way Manager

Date \_\_\_\_\_

**APPROVAL RECOMMENDED**

By \_\_\_\_\_  
Region 2 Manager

Date \_\_\_\_\_

By \_\_\_\_\_  
Region 2 Right of Way Program Manager

Date \_\_\_\_\_

**Agency Contact:**

Jeff Harrington, Public Works Director  
City of Astoria  
1095 Duane Street  
Astoria, OR 97103  
Phone: (503) 338-5177  
Email: [jharrington@astoria.or.us](mailto:jharrington@astoria.or.us)

**State Contact:**

Regina Thompson, Senior Right of Way Agent  
ODOT Region 2  
455 Airport Road SE, Bldg. A  
Salem, OR 97301  
Phone: (503) 986-2609  
Email: [regina.thompson@odot.state.or.us](mailto:regina.thompson@odot.state.or.us)



DATE: November 13, 2017

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: RESERVOIR TOWER SUBLEASE AGREEMENT

---

**DISCUSSION/ANALYSIS**

The City of Astoria has partnered with Verizon Wireless to build a suitable replacement communications site in order to vacate the current site at the Astor Column. The new site is known as Reservoir Ridge and as it nears completion the City must enter into a sublease for the Tower which is owned by Verizon.

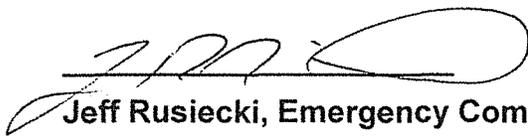
As this is a shared site, the City and Verizon will both own and maintain separate 12'x20' communication shelters. The City is currently executing shelter lease agreements with our tenants currently occupying space at the Column in order to allow them legal occupancy at the new site. Our current tenants include the Astoria School District, Columbia Memorial Hospital, Northwest Natural Gas, SPOK paging, Medix Ambulance and several Public Safety Partners.

The Reservoir Ridge tower structure is owned by Verizon, which requires the City to sign a sublease to install our antennas and microwave dishes.

The lease is for a period of five (5) years with four (4) automatic five (5) year extensions. The Emergency Communications Manager has worked to prepare the document which has been subsequently reviewed as to form by the City Attorney.

**RECOMMENDATION**

It is recommended that Council authorize the Mayor to sign the sublease agreement.

  
Jeff Rusiecki, Emergency Communications Manager

## TOWER SUBLEASE AGREEMENT

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between City of Astoria, with its principal offices located at 555 30<sup>th</sup> Street, Astoria, Oregon 97103, hereinafter designated "SUBLESSEE", and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "SUBLESSOR". The SUBLESSOR and SUBLESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. SUBLESSOR hereby leases to the SUBLESSEE a portion of that certain space ("the Tower Space") on the SUBLESSOR's tower, hereinafter referred to as the "Tower", located at 3850 Reservoir Road, Astoria, County of Clatsop, State of Oregon, as shown on Exhibit "A" attached hereto and made a part hereof (the entirety of SUBLESSOR's property is referred to hereinafter as the "Property"). The Tower Space is described in Exhibit "A", attached hereto and made a part hereof and is referred to hereinafter as the "Premises".

SUBLESSOR hereby grants permission to SUBLESSEE to install, maintain and operate the radio communications equipment, antennas and appurtenances described in Exhibit "B" attached hereto.

SUBLESSEE reserves the right to replace the aforementioned equipment with similar and comparable equipment provided said replacement does not increase tower loading of said Tower.

2. SURVEY. SUBLESSOR also hereby grants to SUBLESSEE the right to survey the Property and Premises, and said survey shall then become Exhibit "C" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the SUBLESSEE.

3. TERM; RENTAL; ELECTRICAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments for the first (1<sup>st</sup>) year of the initial term shall commence and be due at a total annual rental of \$0.00 to be paid in equal monthly installments on the first day of the month, in advance, to SUBLESSOR or to such other person, firm or place as SUBLESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance

with Paragraph 25 below. The Agreement shall commence on the first day of month following the full execution of this Agreement by the Parties ("Commencement Date"). SUBLESSOR and SUBLESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by SUBLESSEE until thirty (30) days after the Commencement Date.

Upon agreement of the Parties, SUBLESSEE may pay rent by electronic funds transfer and in such event, SUBLESSOR agrees to provide to SUBLESSEE bank routing information for such purpose upon request of SUBLESSEE.

b. SUBLESSOR hereby agrees to provide to SUBLESSEE certain documentation (the "Rental Documentation") evidencing SUBLESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to SUBLESSEE in SUBLESSEE's reasonable discretion, evidencing SUBLESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to SUBLESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by SUBLESSEE in SUBLESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from SUBLESSEE, SUBLESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to SUBLESSEE. The Rental Documentation shall be provided to SUBLESSEE in accordance with the provisions of and at the address given in Paragraph 25. Delivery of Rental Documentation to SUBLESSEE shall be a prerequisite for the payment of any rent by SUBLESSEE and notwithstanding anything to the contrary herein, SUBLESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to SUBLESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of SUBLESSOR shall provide to SUBLESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from SUBLESSEE, any assignee(s) or transferee(s) of SUBLESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to SUBLESSEE. Delivery of Rental Documentation to SUBLESSEE by any assignee(s), transferee(s) or other successor(s) in interest of SUBLESSOR shall be a prerequisite for the payment of any rent by SUBLESSEE to such party and notwithstanding anything to the contrary herein, SUBLESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of SUBLESSOR until Rental Documentation has been supplied to SUBLESSEE as provided herein.

c. SUBLESSOR shall, at all times during the Term, provide electrical service and telephone service access within the Premises. If permitted by the local utility company servicing the Premises, SUBLESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by SUBLESSEE's installation. In the alternative, if permitted by the local utility company servicing the Premises, SUBLESSEE shall furnish and install an electrical sub-meter at the Premises for the measurement of electrical power used by

SUBLESSEE's installation. In the event such sub-meter is installed, the SUBLESSEE shall pay the utility directly for its power consumption, if billed by the utility, and if not billed by the utility, then the SUBLESSEE shall pay the SUBLESSOR thirty (30) days after receipt of an invoice from SUBLESSOR indicating the usage amount based upon SUBLESSOR's reading of the sub-meter. All invoices for power consumption shall be sent by SUBLESSOR to SUBLESSEE at Verizon Wireless, M/S 3846, P.O. Box 2375, Spokane, WA 99210-2375. SUBLESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by SUBLESSOR. SUBLESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless SUBLESSEE terminates it at the end of the then current term by giving SUBLESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the second (2nd) year of the initial term and for each year thereafter including any and all extension terms shall be equal to 103% of the annual rental payable with respect to the immediately preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to the annual rental payable with respect to the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. SUBLESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which SUBLESSOR demonstrates is the result of SUBLESSEE's use of the Premises and/or the installation, maintenance, and operation of the SUBLESSEE's improvements, and any sales tax imposed on the rent (except to the extent that SUBLESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which SUBLESSOR demonstrates arises from the SUBLESSEE's improvements and/or SUBLESSEE's use of the Premises. SUBLESSOR and SUBLESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by SUBLESSOR or SUBLESSEE at the Property. Notwithstanding the foregoing, SUBLESSEE shall not have the obligation to pay any tax, assessment, or charge that SUBLESSEE is disputing in good faith in

appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making SUBLESSEE liable for any portion of SUBLESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, SUBLESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

SUBLESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which SUBLESSEE is wholly or partly responsible for payment. SUBLESSOR shall reasonably cooperate with SUBLESSEE at SUBLESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by SUBLESSEE, there is a reduction, credit or repayment received by the SUBLESSOR for any taxes previously paid by SUBLESSEE, SUBLESSOR agrees to promptly reimburse to SUBLESSEE the amount of said reduction, credit or repayment. In the event that SUBLESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, SUBLESSOR will pursue such dispute at SUBLESSEE's sole cost and expense upon written request of SUBLESSEE.

8. USE; GOVERNMENTAL APPROVALS. SUBLESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. All improvements, equipment, antennas and conduits shall be at SUBLESSEE's expense and their installation shall be at the discretion and option of SUBLESSEE. SUBLESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. It is understood and agreed that SUBLESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit SUBLESSEE use of the Premises as set forth above. SUBLESSOR shall cooperate with SUBLESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by SUBLESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to SUBLESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) SUBLESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) SUBLESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) SUBLESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) SUBLESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, SUBLESSEE shall have the right to terminate this Agreement. Notice of SUBLESSEE's exercise of its right to terminate shall be given to SUBLESSOR in writing by certified mail, return receipt requested,

and shall be effective upon the mailing of such notice by SUBLESSEE, or upon such later date as designated by SUBLESSEE. All rentals paid to said termination date shall be retained by SUBLESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the SUBLESSEE shall have no further obligations for the payment of rent to SUBLESSOR.

9. INDEMNIFICATION. To the extent permitted by law and the Oregon Constitution, and subject to the limitations of liability for public bodies set forth in ORS 30.260 *et seq* and further subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. Notwithstanding the indemnity in section 10, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

- b. SUBLESSEE will maintain at its own cost;
- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.
  - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence.
  - iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

SUBLESSEE will include the SUBLESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

c. SUBLESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. SUBLESSOR will include the SUBLESSEE as an additional insured.

d. In addition, SUBLESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Tower with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. SUBLESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to paragraphs 9 and 31, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided SUBLESSEE is not in default hereunder beyond applicable notice and cure periods, SUBLESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to SUBLESSOR.

13. ACCESS TO TOWER. SUBLESSOR agrees the SUBLESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining the said equipment. SUBLESSOR shall furnish SUBLESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of SUBLESSEE or persons under their direct supervision will be permitted to enter said Premises.

14. TOWER COMPLIANCE. SUBLESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 35 below). The SUBLESSOR shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If the SUBLESSOR fails to make such repairs including maintenance the SUBLESSEE may make the repairs and the costs thereof shall be payable to the SUBLESSEE by the SUBLESSOR on demand together with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. If the SUBLESSOR does not make payment to the SUBLESSEE within ten (10) days after such demand, the SUBLESSEE shall have the right to deduct the costs

of the repairs from the succeeding monthly rental amounts normally due from the SUBLESSEE to the SUBLESSOR.

No materials may be used in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

All antenna(s) on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, SUBLESSOR shall supply to SUBLESSEE copies of all structural analysis reports that have done with respect to the Tower and throughout the Term, SUBLESSOR shall supply to SUBLESSEE copies of all structural analysis reports that are done with respect to the Tower promptly after the completion of the same.

Upon request of the SUBLESSOR, SUBLESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of SUBLESSOR performing maintenance, repair or similar work at the Property or on the Tower provided:

- a. The Temporary Relocation is similar to SUBLESSEE's existing location in size and is fully compatible for SUBLESSEE's use, in SUBLESSEE's reasonable determination;
- b. SUBLESSOR pays all costs incurred by SUBLESSEE for relocating SUBLESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the SUBLESSEE's use, in SUBLESSEE's reasonable determination;
- c. SUBLESSOR gives SUBLESSEE at least ninety (90) days written notice prior to requiring SUBLESSEE to relocate;
- d. SUBLESSEE's use at the Premises is not interrupted or diminished during the relocation and SUBLESSEE is allowed, if necessary, in SUBLESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- e. Upon the completion of any maintenance, repair or similar work by SUBLESSOR, SUBLESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by SUBLESSOR.

15. INTERFERENCE. SUBLESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of SUBLESSOR or other lessees of the

Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed SUBLESSEE's equipment causes such interference, and after SUBLESSOR has notified SUBLESSEE in writing of such interference, SUBLESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at SUBLESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will SUBLESSOR be entitled to terminate this Agreement or relocate the equipment as long as SUBLESSEE is making a good faith effort to remedy the interference issue. SUBLESSOR agrees that SUBLESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of SUBLESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

16. REMOVAL AT END OF TERM. SUBLESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna(s), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. SUBLESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of SUBLESSEE shall remain the personal property of SUBLESSEE and SUBLESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes SUBLESSEE to remain on the Premises after termination of this Agreement, SUBLESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

17. HOLDOVER. SUBLESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 16 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, SUBLESSEE holds over in violation of Paragraph 16 and this Paragraph 17, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 16 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

18. [INTENTIONALLY DELETED].

19. RIGHTS UPON SALE. Should SUBLESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than SUBLESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by SUBLESSEE, or a larger

portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize SUBLESSEE's rights hereunder under the terms of this Agreement. To the extent that SUBLESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by SUBLESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, SUBLESSOR shall not be released from its obligations to SUBLESSEE under this Agreement, and SUBLESSEE shall have the right to look to SUBLESSOR and the third party for the full performance of this Agreement.

20. QUIET ENJOYMENT. SUBLESSOR covenants that SUBLESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

21. TITLE. SUBLESSOR represents and warrants to SUBLESSEE as of the execution date of this Agreement, and covenants during the Term that SUBLESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. SUBLESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting SUBLESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by SUBLESSEE as set forth above.

22. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between SUBLESSOR and SUBLESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either SUBLESSOR or SUBLESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

23. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

24. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the SUBLESSEE without any approval or consent of the SUBLESSOR to the SUBLESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of SUBLESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As

to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the SUBLESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of SUBLESSEE or transfer upon partnership or corporate dissolution of SUBLESSEE shall constitute an assignment hereunder.

25. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

SUBLESSEE: City of Astoria  
Attn: ECM  
555 30<sup>th</sup> Street  
Astoria, Oregon 97103

SUBLESSOR: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

26. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

27. [INTENTIONALLY DELETED].

28. [INTENTIONALLY DELETED].

29. DEFAULT.

a. In the event there is a breach by SUBLESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, SUBLESSOR shall give SUBLESSEE written notice of such breach. After receipt of such written notice, SUBLESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided SUBLESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and SUBLESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SUBLESSOR may not maintain any action or effect any remedies for default

against SUBLESSEE unless and until SUBLESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by SUBLESSOR with respect to any of the provisions of this Agreement or its obligations under it, SUBLESSEE shall give SUBLESSOR written notice of such breach. After receipt of such written notice, SUBLESSOR shall have thirty (30) days in which to cure any such breach, provided SUBLESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and SUBLESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. SUBLESSEE may not maintain any action or effect any remedies for default against SUBLESSOR unless and until SUBLESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if SUBLESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by SUBLESSOR if the failure to perform such an obligation interferes with SUBLESSEE's ability to conduct its business on the Property; provided, however, that if the nature of SUBLESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

30. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, SUBLESSOR shall use reasonable efforts to mitigate its damages in connection with a default by SUBLESSEE. If SUBLESSEE so performs any of SUBLESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by SUBLESSEE shall immediately be owing by SUBLESSOR to SUBLESSEE, and SUBLESSOR shall pay to SUBLESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if SUBLESSOR does not pay SUBLESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from SUBLESSOR, SUBLESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to SUBLESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to SUBLESSEE.

### 31. ENVIRONMENTAL.

a. SUBLESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Tower or Property, unless such conditions or concerns are caused by the specific activities of SUBLESSEE in the Premises.

b. SUBLESSOR shall hold SUBLESSEE harmless and indemnify SUBLESSEE from and assume all duties, responsibility and liability at SUBLESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by SUBLESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Tower or Property or activities conducted thereon, unless such environmental conditions are caused by SUBLESSEE.

32. CASUALTY. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt SUBLESSEE's operations at the Premises for more than forty-five (45) days, then SUBLESSEE may, at any time following such fire or other casualty, provided SUBLESSOR has not completed the restoration required to permit SUBLESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to SUBLESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which SUBLESSEE's use of the Premises is impaired.

33. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, SUBLESSEE, in SUBLESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt SUBLESSEE's operations at the Premises for more than forty-

five (45) days, SUBLESSEE may, at SUBLESSEE's option, to be exercised in writing within fifteen (15) days after SUBLESSOR shall have given SUBLESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. SUBLESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If SUBLESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, SUBLESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

34. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

35. APPLICABLE LAWS. During the Term, SUBLESSOR shall maintain the Property and all structural elements of the Premises in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). SUBLESSEE shall, in respect to the condition of the Premises and at SUBLESSEE's sole cost and expense, comply with (a) all Laws relating solely to SUBLESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by SUBLESSEE in the Premises.

36. PRIME LEASE. SUBLESSOR and SUBLESSEE acknowledge that SUBLESSOR's rights in the Property derive from a certain Land Lease Agreement dated August 15, 2016 between SUBLESSOR herein and SUBLESSEE, hereinafter referred to as the "Prime Lease". SUBLESSOR shall not terminate the Prime Lease prior to the expiration of its term without the express

written consent of SUBLESSEE. In the event SUBLESSOR receives any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Prime Lease, SUBLESSOR shall notify SUBLESSEE of such notice as soon as the notice is received by SUBLESSOR pursuant to the terms of the Prime Lease and SUBLESSEE may take any such actions to cure any such failure under the Prime Lease. SUBLESSEE shall be under no obligation to take such action but may do so solely at its own discretion. In the event SUBLESSEE pays any amount or performs any obligations on behalf of SUBLESSOR pursuant to the terms of the Prime Lease, SUBLESSEE may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from SUBLESSEE to SUBLESSOR pursuant to this Agreement.

37. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

38. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

SUBLESSEE: City of Astoria

Approved as to form:

 Digitally signed by  
com.apple.idms.applied.prd.49317566476d4  
a3867754144546f59324e744d354e773d3d  
DN:  
cn=com.apple.idms.applied.prd.4931756647  
6d4a3867754144546f59324e744d354e773d  
3d  
Date: 2017.11.15 10:34:56 -0800

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SUBLESSOR: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

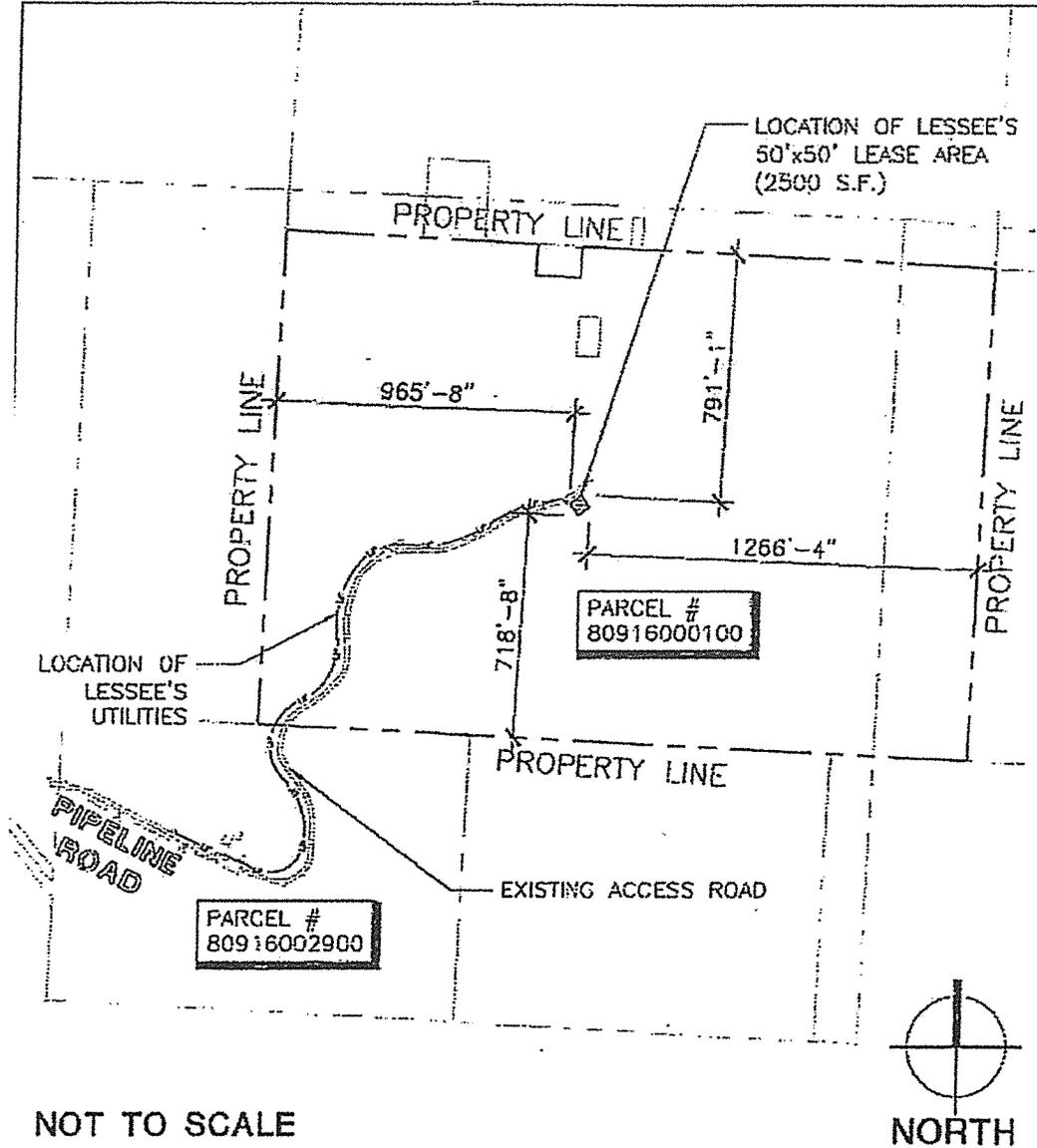
**EXHIBIT A (Page 1 of 3)**  
**Legal Description**

All of Blocks 141, 142, 144, 147, 149 through 154, 157 through 164, 167 through 174; Lots 7 through 54 in Block 143; and Lots 1 through 7, and Lots 10 through 54, Block 148, MARY ANN ADAIR'S SOUTH ADDITION TO THE PORT OF UPPER ASTORIA, as laid out and recorded by John Adair and as ratified, confirmed, and recorded by Mary Ann Adair and Mary H. Leinenweber, now vacated, in the City of Astoria, County of Clatsop, State of Oregon.

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Government Lot 2, Section 16, Township 8 North, Range 9 West, Willamette Meridian, City of Astoria, Clatsop County, Oregon.

**EXHIBIT A (Page 2 of 3)**  
**Description of Premises**

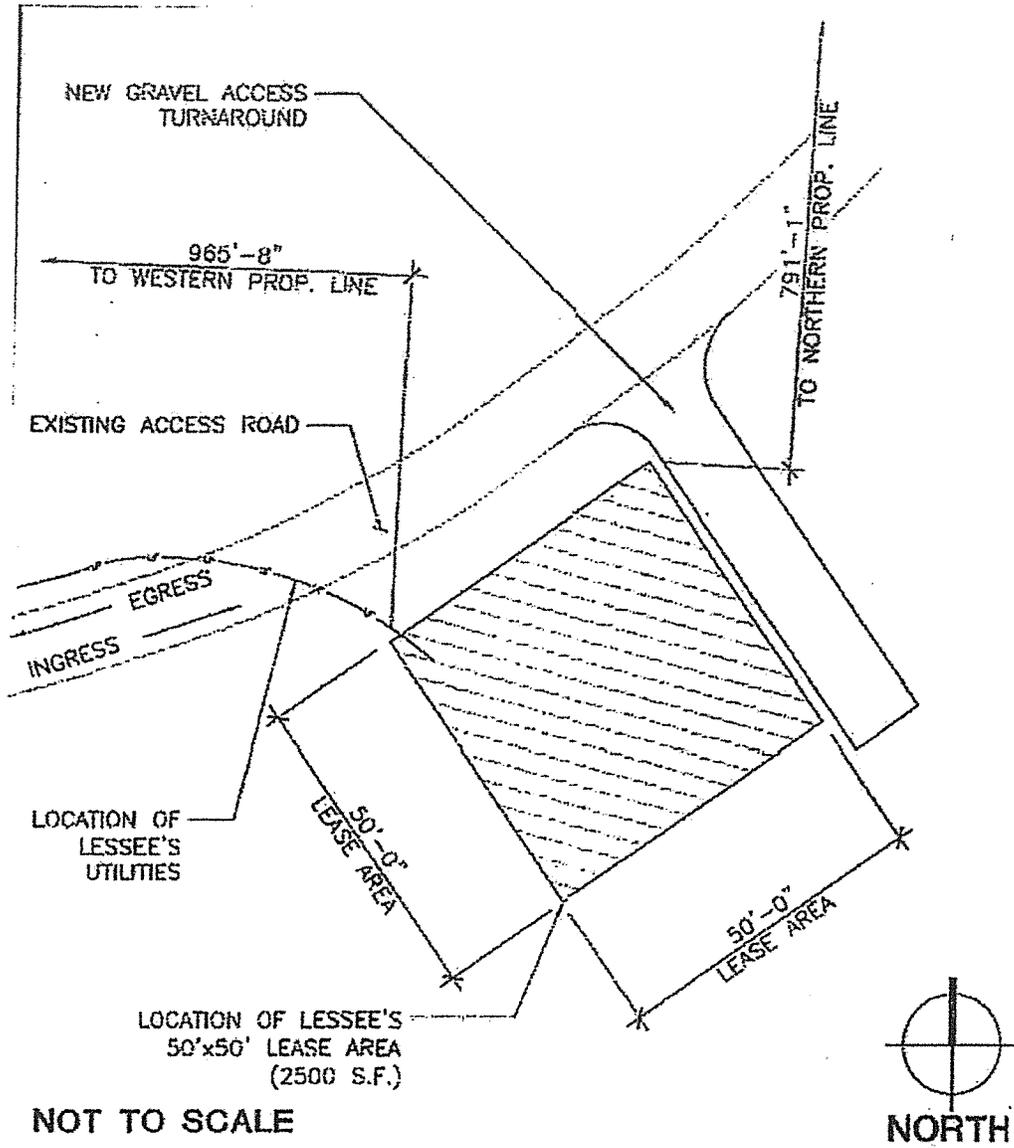


NOT TO SCALE

NORTH

	PROJECT: <u>OR1-RESERVOIR</u>	
	ADDRESS: <u>PARCEL N OF 3350 PIPELINE RD</u> <u>ASTORIA, OR 97103</u>	
	SHEET TITLE: <u>OVERALL SITE PLAN</u>	DATE: <u>5-20-15</u>
	EAT <u>5-20-15</u>   ISSUE FOR LEASE EXHIBIT	DRAWN BY: <u>EAT</u>

EXHIBIT A (Page 3 of 3)



	PROJECT: OR1-RESERVOIR	
	ADDRESS: PARCEL N OF 3350 PIPELINE RD ASTORIA, OR 97103	
	SHEET TITLE: ENLARGED SITE PLAN	DATE: 5-20-15
	EAT 5-20-15 ISSUE FOR LEASE EXHIBIT	DRAWN BY: EAT

**EXHIBIT "B" - Equipment List**

<u>Tip Height</u>	<u>Rad Center</u>	<u>Base Mount</u>	<u>Azimuth</u>	<u>Tower Leg</u>	<u>Owner</u>	<u>Manufacturer</u>	<u>Model</u>
150'			280.00°	West	Verizon		
150'			280.00°	West	Verizon		
150'			110.00°	East	Verizon		
150'			110.00°	East	Verizon		
150'			110.00°	East	Verizon		
150'			110.00°	East	Verizon		
130'	(120')	110'	N/A	West	Astoria - Police 1	Sinclair	SC226SFXSNFD00F16
130'			N/A	East	Astoria - Police Black	Telewave	ANT150F2
	120'		N/A	East	Astoria - Public Works	Telewave	ANT150F2
		110'	N/A	East	Columbia Memorial	Telewave	ANT150F2
130'			N/A	South	Medix	Telewave	ANT150F2
	120'		N/A	South	Astoria - Police Purple	Telewave	ANT150F2
		110'	N/A	South	Astoria - School	Telewave	ANT150F2
(106')	105'	(104')	274.40°	West	Astoria - MW Skyline	Commscope	VHLP2-23B
100'		80'	N/A	West	NWNatural	Sinclair	SC226-SFXSNM(D00-F1560)
100'			N/A	East	Spok Paging	Telewave	ANT150F2
		80'	N/A	East	NWNatural	Commscope	DB589Y
(59.5')	58'	(56.5')	163.93°	East	Astoria - MW Humbug	Cambium	85009298003
(60')	58'	(56')	202.95°	South	Astoria - MW Tillamook Head	Cambium	85010089004
(53')	50'	(47')	203.00°	South	Verizon MW Tillamook Head	Commscope	PARX6-59A

*From and after execution of this Agreement, SUBLESSEE assumes all risks of its own operations, and SUBLESSEE and its agents and independent contractors shall indemnify and hold harmless SUBLESSOR from and against any and all claims, actions, damages, liabilities and expenses, including costs and reasonable attorneys' fees, by reason of death or injuries to persons or damage to property arising either directly or indirectly out of: (i) the use, occupancy, or enjoyment of the Premises by SUBLESSEE, its agents, employees, or contractors, or any maintenance, repair, work, activity, or other things allowed or permitted by SUBLESSEE to be done or left undone in or about the Premises, the building, or the site; (ii) the actions or omissions of SUBLESSEE, SUBLESSEE's agents, servants, contractors, or employees, or of any other person entering onto the Premises, the building, or the site under express or implied invitation of SUBLESSEE; (iii) any breach or default in the performance of any obligation of SUBLESSEE under this Agreement; (iv) the interference of the Equipment; or (v) any negligent or willful act or failure to act of SUBLESSEE, its agents, employees, or contractors. SUBLESSEE shall not, however, be required to indemnify SUBLESSOR to the extent such damages are caused by the gross negligence or willful misconduct of SUBLESSOR. SUBLESSEE's obligations under this provision shall survive expiration or earlier termination of this Agreement.*

*If the Premises or the equipment are destroyed or damaged by any cause to such an extent or degree that SUBLESSEE suffers shut down of service or loss of revenue or property, SUBLESSOR shall not be responsible in any way for loss of such revenue or property. If SUBLESSEE cannot or chooses not to restore service within 90 days, either Party may, at its option and without liability, terminate this Agreement upon notice to the other Party.*



November 9, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL  
FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LIQUOR LICENSE APPLICATION FROM BRIDGE AND TUNNEL BOTTLESHOP & TAPROOM LOCATED AT 1390 DUANE STREET FOR A NEW OUTLET A LIMITED ON-PREMISES SALES LICENSE AND AN OFF-PREMISES SALES LICENSE (FINANCE)

**DISCUSSION & ANALYSIS**

A liquor license application has been filed by Pam Fox and Dwayne Small for Bridge and Tunnel Bottleshop & Taproom. This application is a New Outlet for a Limited On-Premises Sales License and an Off-Premises Sales License. The Limited Off-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.

The Limited On-Premises Sales License allows the following:

- May sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises.
- A factory-sealed container of malt beverages may not hold more than 2 ¼ gallons.
- 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-approval to provide sample tastings of malt beverages, wine, and cider for consumption on the premises.
- The license comes with the privilege to make next-day delivery of malt beverages, wine, and cider directly to an Oregon resident. Note: must follow OAR 845-006-0392 and 845-006-0396.

- To make same-delivery of malt beverages, wine, and cider directly to an Oregon resident the licensee must apply and received OLCC prior approval. Note: must follow OAR 845-006-0392 and 845-006-0396.

The site is located at 1390 Duane Street, Astoria. The application will be considered at the November 20, 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,



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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 \_\_\_\_\_

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

CITY AND COUNTY USE ONLY

Date application received: 10-20-17

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: (signature)

Date: 10/19/17

90-day authority:  Yes  No

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

- ① Pam Fox ③ \_\_\_\_\_
- ② Dwayne Smallwood ④ \_\_\_\_\_

2. Trade Name (dba): Bridge and Tunnel Bottleshop & Taproom

3. Business Location: 1390 Duane St Astoria Clatsop OR 97103  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO # 56 Ilwaco WA 98624  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 360 244-5165 N/A  
(phone) (fax)

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

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: Unknown (Vacant)

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 / Clatsop  
(name of city or county)

11. Contact person for this application: Dwayne Smallwood 360 244-5165  
(name) (phone number(s))  
PO # 56 Ilwaco WA 98624 N/A smallwooddwayne@yahoo.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 Dumfoe Date 8-15-2017 ③ \_\_\_\_\_ Date \_\_\_\_\_
- ② (signature) Date 8-15-2017 ④ \_\_\_\_\_ Date \_\_\_\_\_



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Dwayne Smallwood / Pam Fox Phone: 360 244-5165

Trade Name (dba): Bridge & Tunnel

Business Location Address: 1390 Duane St

City: Astoria ZIP Code: 97103

### DAYS AND HOURS OF OPERATION

**Business Hours:**

Sunday 11 to 9  
 Monday 11 to 9  
 Tuesday 11 to 9  
 Wednesday 11 to 9  
 Thursday 11 to 9  
 Friday 11 to 11  
 Saturday 11 to 11

**Outdoor Area Hours:**

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday N to A  
 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: may close earlier in the winter months

**ENTERTAINMENT** Check all that apply:

Live Music  Karaoke  
 Recorded Music  Coin-operated Games  
 DJ Music  Video Lottery Machines  
 Dancing  Social Gaming  
 Nude Entertainers  Pool Tables  
 Other: \_\_\_\_\_

**DAYS & HOURS OF LIVE OR DJ MUSIC**

Sunday \_\_\_\_\_ to \_\_\_\_\_  
 Monday \_\_\_\_\_ to \_\_\_\_\_  
 Tuesday \_\_\_\_\_ to \_\_\_\_\_  
 Wednesday \_\_\_\_\_ to \_\_\_\_\_  
 Thursday \_\_\_\_\_ to \_\_\_\_\_  
 Friday 6 to 9  
 Saturday 6 to 9

**SEATING COUNT**

Restaurant: \_\_\_\_\_ Outdoor: N/A  
 Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_  
 Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

**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: 8-15-17



CITY OF ASTORIA  
FOUNDED 1811 – INCORPORATED 1856

## MEMORANDUM

POLICE DEPARTMENT

DATE: NOVEMBER 20, 2017

TO: MAYOR AND COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: **LICENSE RECOMMENDATION BRIDGE AND  
TUNNEL BOTTLE SHOP & TAP ROOM**

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### **DISCUSSION / ANALYSIS**

In October 2017, The City of Astoria received a liquor license application from Pam Fox and Dwayne Smallwood doing business as Bridge and Tunnel Bottleshop and Taproom, 1390 Duane Street, Astoria Oregon for a Limited On Premises and Off Premises Sales License. The Limited on Premises sales license allows the sale and consumption on premises of alcohol which can include beer, wine, malt beverages and cider. The Limited Off Premises Sales License allows the Off Premises sales of sealed alcohol containers which can include the sale of beer, wine, malt beverages and cider for off premises consumption.

The Bridge and Tunnel Bottleshop and Taproom hours of operation will be 11:00 AM to 9:00 PM Sunday through Thursday, and 11:00 AM to 11:00 PM Friday and Saturday. There is no outdoor seating area proposed at this time. Request for outdoor seating would require a new application to Oregon Liquor Control Commission. The Bridge and Tunnel Bottleshop and Taproom has also indicated a desire to have entertainment including Live Music and Recorded Music on Friday and Saturday from 6:00 PM – 9:00 PM. The initial seating count included seating for up to 70 people in the business.

The Astoria Fire Chief was consulted by the police department regarding the proposed seating numbers. It was determined that for the space, the number of seating proposed would require a change of occupancy. The Fire Chief engaged with the Community Development Department and the City of Astoria Building Inspector, who contacted the applicant.

During the police department engagement with the applicant, the police department was informed that the applicant is revising the number of occupants to not more than 49 persons, bringing the occupancy number into compliance with the use of the current space.

## **APPLICANT**

The applicant for the license is Pam Fox and Dwayne Smallwood. Representatives from the Astoria Police Department have investigated the backgrounds of the individuals named above. No derogatory information was located regarding applicant Fox.

Applicant Smallwood disclosed an arrest in 2016 for Reckless Driving. The police department filed a public record request with Pacific County Prosecutor's Office. A review of the records indicate that Smallwood was arrested for DUII by the Washington State Police. The charge was later changed to reckless driving. The report indicated that Smallwood was polite and appropriate throughout the contact with the trooper.

During a conversation with Smallwood he indicated to staff that he had made a terrible mistake. Smallwood said after he had left and while he was driving he began to notice impairment and should have pulled over rather than continued but didn't do so.

I asked Smallwood about his plans for the proposed business. Smallwood told me that he planned to sell packaged beer as well as have taps for beer enthusiasts. Smallwood said his business would be similar to Seaside Wine and Beer Haus. Mr. Smallwood stated that he has spent the last 27 years as a retail produce manager and that he desires to build a career of his own. Initially the business will be run by Smallwood and Fox with possible occasional help from family members.

## NEIGHBORHOOD SURVEY

A neighborhood survey was conducted for this license recommendation. Sixteen different entities were contacted. 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. During the survey, staff learned that Mr. Smallwood had been in contact with some of the neighboring businesses. Staff received comments indicating that Mr. Smallwood was well received.

## RECOMMENDATION

Given the listed information staff has no objection to the granting of the Limited On Premises and Off Premises sales license, provided that the occupancy number is officially revised with OLCC to not more than 49 persons. Any number over that would require a change of occupancy review.



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Eric Halverson, Deputy Chief