



AGENDA

ASTORIA CITY COUNCIL

MONDAY, FEBRUARY 26, 2018

7:00 PM

2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COUNCILORS

4. CHANGES TO AGENDA

5. CONSENT

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

- a) City Council Work Session Minutes for January 10, 2018
- b) City Council Minutes for January 16, 2018
- c) Boards and Commissions Minutes
- d) Intergovernmental Agreement With ODOT for Uniontown TGM Grant (Community Development)

6. 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) Ordinance Updating Section 8.045 - Transient Room Tax Distribution (2nd Reading) (Finance)
- b) Ordinance Updating Section 7.100 - Criminal History Record Check (2nd Reading) (Police)
- c) Resolution - Waterfront Bridges Replacement Project IFA Financing Contract (Public Works)
- d) Resolution to Reestablish Waterfront Bridges Replacement Project Fund (Finance)
- e) Resolution Agreeing to Work Cooperatively to Facilitate Environmental Remediation
- f) Library Architectural/Engineering Services Contract (Library)

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

8. EXECUTIVE SESSION

- a) ORS 192.660(2)(h) – Legal Counsel



AGENDA

ASTORIA DEVELOPMENT COMMISSION

February 26, 2018
Immediately Follows Council Meeting

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COMMISSIONERS

4. CHANGES TO AGENDA

5. CONSENT CALENDAR

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

a) ADC Minutes June 19, 2017

6. 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) Lease Agreement with Lower Columbia Q Center's Astoria Pride Block Party 2018

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

<p>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.</p>
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CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: FEBRUARY 23, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF FEBRUARY 26, 2018

CONSENT CALENDAR

Item 5(a): City Council Work Session Minutes for January 10, 2018

The minutes of the City Council Work Session Meeting of January 10, 2018 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): City Council Minutes for January 16, 2018

The minutes of the City Council Meeting of January 16, 2018 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(c): Boards and Commissions Minutes

The minutes for the Astoria Planning Commission (September 6 and 26, October 24, November 28, 2017), Traffic Safety Advisory Committee (October 24, 2017) and Historic Landmarks Commission (December 19, 2017) are enclosed for review. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 5(d): Intergovernmental Agreement With ODOT for Uniontown TGM Grant (Community Development)

In 2016 the City applied for a planning grant from ODOT for the improvement of the Uniontown area titled "Uniontown Reborn, Creating a Great Pacific Northwest Gateway to Astoria". The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development. This TGM grant is financed with federal Fixing America's Surface Transportation Act ("FAST Act") funds.

If the Council approves the IGA, the work will begin this month and run through May 30, 2019. The total grant amount is \$203,300, which will be used to contract with the engineering and planning firm CH2M. While the City has no cash match obligation, the “soft” match provided by City staff and volunteers is \$27,723, or 12% of the total project cost.

Staff has met with ODOT and CH2M personnel to develop the scope of work. The scope of work is attached as an addendum to the IGA. The City Attorney has reviewed the IGA and has approved it as to form.

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

REGULAR AGENDA ITEMS

Item 6(a): Ordinance Updating Section 8.045 - Transient Room Tax Distribution (2nd Reading) (Finance)

At the August 7, 2017 City Council meeting, Council approved a 2% increase to the Transient Lodging Tax rate from 9% to 11%, beginning January, 2018. At the time Ordinance 17-11 was adopted Section 8.045.2 was amended to update the tax rate increase from 9% to 11% but Section 8.045.18 was not updated to reflect the distribution of the additional 2%.

HB 2267 placed restriction on new or increased local lodging taxes so that 70% of new or increased taxes must be used for tourism promotion or tourism related facilities and 30% is unrestricted in use. The earlier approved local lodging taxes must maintain the percentage of existing lodging tax used for tourism promotion and tourism facilities.

In order to distribute and manage the Transient Lodging Tax receipts Section 8.045.18 requires adjustment to account 70% portion of the increased tax (2%) to the Promote Astoria Fund and 30% portion of the increased tax to the General Fund. The attached ordinance segregates the original distribution of existing 9% tax and adds distribution for the increased 2% tax according to State Statutes.

It is recommended that Council adopt the proposed ordinance.

Item 6(b): Ordinance Updating Section 7.100 - Criminal History Record Check (2nd Reading) (Police)

The City of Astoria currently conducts Background Checks on certain license holders, applicants and volunteers. This is done in accordance with City of Astoria City Code Section 7.100. Staff would like to modify the existing ordinance to include Astoria 9-1-1 Rural Fire Department Subscribers. These agencies are required by Oregon Administrative Rules (OAR 259-009-0015) to conduct an employment and criminal history check prior to employment or utilization as a fire service professional. Fire service professionals include paid (career) or volunteer fire fighters, officers or members of a public or private fire protection agency

engaged primarily in fire investigation, fire prevention, fire safety, fire control or fire suppression or providing emergency medical services, light and heavy rescue services, search and rescue services or hazardous materials incident response.

To satisfy these requirements Astoria 9-1-1 would hold a letter requesting this service from each subscribing Fire Chief, and modify the annual Subscriber Agreement to include performing record checks for the Agency. The City Attorney has reviewed and approved the ordinance as to form.

It is recommended that Council adopt the proposed ordinance.

Item 6(c): Resolution - Waterfront Bridges Replacement Project IFA Financing Contract (Public Works)

Where each of the City's numbered streets between 6th and 11th 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. Currently the structures are all vehicular load limited.

In September 2014, the City entered into an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for the design phase of the Waterfront Bridges Replacement Project that will replace these six structures. In April 2015, OBEC Consulting Engineers, Inc. (OBEC) was hired by ODOT as the engineering design consultant.

In February 2017, Council authorized City staff to apply for loan funding from Business Oregon Infrastructure Finance Authority (IFA) for the City match and expenses not covered by the project during construction. The two major City expenses are utility relocations and repairs to the 11th Street extension outside the project limits to achieve highway load capacity. These expenses are currently estimated at \$337,000.

Total estimated City funds contributed to this project is \$1,698,548. To date, the City has contributed \$242,987 from Surface Transportation Program (STP) funds and Promote Astoria funds. The remaining match amount of \$1,455,561 is proposed to be paid by the IFA loan that will be paid back by the City's future STP funds. Current project schedule anticipates construction of the odd numbered street structures (7th St, 9th St and 11th St) to begin by October 1, 2018 and the even numbered street structures (6th St, 8th St and 10th St) to begin after September 3, 2019.

It is recommended that City Council approve the Business Oregon Infrastructure Finance Authority Financing Contract in the amount of \$1,455,561 to provide the remaining match funds for the Waterfront Bridges Replacement Project.

Item 6(d): Resolution to Reestablish Waterfront Bridges Replacement Project Fund (Finance)

Public Works staff has continued progress related to establishing a loan for the Waterfront Bridges Replacement Project which will cover the City required

matching funds. In order to facilitate the tracking of resource and requirements related to the project, the Public Works Department along with the Finance Department is requesting creation of new fund to track Surface Transportation Program (STP) funds, IFA loan proceeds and associated requirements of the project. The Waterfront Bridges Replacement Project fund will be a Capital Improvement fund. Attached is a resolution for Council consideration.

It is recommended that Council consider the attached resolution for adoption to create a new Capital Improvement Fund.

Item 6(e): Resolution Agreeing to Work Cooperatively to Facilitate Environmental Remediation

In January, oil leaked from a tank located beneath an abandoned pier into the Columbia River. The Coast Guard and other parties quickly responded. Representatives of the City were contacted by the Coast Guard and assisted. The pollution released created an environmental and economic threat to the region. Senator Betsy Johnson asked that local jurisdictions affected by the spill pass resolutions to work together on remediation. These resolutions may assist in securing State funds as well as federally sourced Maritime Environmental Response (MER) funds. The Port of Astoria recently passed a similar resolution and the Clatsop County Commission will be considering a resolution at an upcoming meeting. The attached resolution has been reviewed and approved as to form by City Attorney Henningsgaard. It is recommended the City Council consider the resolution.

Item 6(f): Library Architectural/Engineering Services Contract (Library)

City Council established the goal of renovating the Astor Public Library in 2017. The proposed contract will begin the renovation securing the firm of Hennebery Eddy Architects Inc. to assess the condition of the current 50 year old building. The information will establish the foundation for moving into Phase II upon completion of a successful capital campaign.

It is recommended that City Council approve the contract authorizing the Mayor and City Manager to sign on behalf of the City of Astoria.

EXECUTIVE SESSION

Item 8(a): ORS 192.660(2)(h) – Legal Counsel

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, Police Chief Spalding, Public Works Director Harrington, Engineer Crater, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

DOWNTOWN ON-STREET PARKING (PUBLIC WORKS)

City Manager Estes and Director Harrington gave background information on a citizen who was concerned about the legality of parking near intersections downtown. Staff has discovered that the State does not enforce the law prohibiting parking within 20 feet of a crosswalk. They shared details about State and local laws that applied to this situation, pedestrian safety downtown, and Staff's efforts to coordinate with all available resources to gather information and address safety concerns. The Astoria Downtown Historic District Association (ADHDA) and downtown merchants are interested in this topic. City Manager Estes asked City Council to direct Staff on how to move forward.

City Council discussed the parking issue in downtown and Staff responded to their questions and concerns with the following key comments:

- None of the intersections downtown have had repetitive problems. The few incidents that have occurred over the last six years were an almost even split between signaled and non-signaled intersections. Many of the incidents involved a violation.
- If the City enforced State law, about 10 percent of the parking, 142 parking spaces, in the downtown business district would be impacted. Additionally, traffic violations would continue to occur.
- Staff did not have the exact number, but believed about a handful of pedestrians had been struck by vehicles in downtown in the last five years.
 - Data from ODOT indicates that from 2005 to 2015, the lowest recorded number of pedestrians struck by vehicles in Astoria in a year was two in 2008. The highest number was 12 in 2015.
- City Manager Estes updated Council on plans to initiate the Downtown Parking Plan, with particular focus on this issue. The ADHDA plans to ask for a change to Promote Astoria Funds to help fund a parking study instead of funding the parking officer.
- Councilors and Staff discussed the issue of noncompliance with State law and shared ideas about how to move forward.
 - City Attorney Henningsgaard noted that it would be the driver, not the City, who would be in violation of the law if they parked a car within 20 feet of an intersection, regardless of how the City marks the parking spot. The City is not responsible for the criminal acts of others.
 - The State law applies to State highways as well as City streets, but the violations are just infractions, so there is not a lot of litigation over the issue. The City could attempt to make the Home Rule argument, but City Codes state Astoria will comply with State law and City Attorney Henningsgaard did not believe the argument would be successful.
 - The City's Municipal Code regulates parking in the downtown. Many cities have local ordinances that conflict with State laws that are not being enforced. If Astoria's Code was found to be non-compliant with State law and the City did not take corrective action, Councilor would be in violation of their oath to uphold State law. City Council will have to make a policy decision about how to move forward. The City could either remove all 142 parking spots or consider each intersection individually.
- Councilor Price suggested the scope of the parking study include compliance with state law, pedestrian safety, and parking.

Mayor LaMear opened the work session to public comments.

Dulcye Taylor said she did not want 142 parking spots removed from downtown. She did her own research on the State statute, which she believed was ambiguous for a town like Astoria where the speed limit is 25 miles per hour. The statute does not take into account one-way streets or signaled intersections. There are many intersections she believed were dangerous to pedestrians. Pedestrians have to be very careful at Commercial and 10th because drivers are paying more attention to traffic. Section 6.100.6 of the City's Code discusses parking in the central business district and the height of vehicles at intersections being restricted to 20 feet from the intersection. However, the Code also says "unless the intersection is controlled by a traffic signal or the parking stall is located on a departing one-way street." She recommended the City look at each individual intersection that is un-signalized and take one-way streets into account. It is ridiculous to put a 20-foot parking restriction on a street where vehicles are only going one direction.

Unidentified Speaker 1 agreed with Ms. Taylor. It would be detrimental to the downtown businesses to take out parking places. The battle with the store owners and employees is now hopefully on the right road. The only way to remove parking spots at intersections would be to build a four-story parking structure on half of the Safeway parking lot. After much of the paving was done downtown, a lot of the signs that restricted vans and sport utility vehicles did not go up. She does a lot of walking downtown and always sees a pick-up truck parked at the end of a block, which makes it difficult for pedestrians to cross Duane. There are high danger intersections and there are intersections, particularly on the one-way streets, that do not need to have a 20-foot setback.

Unidentified Speaker 2 stated cities are not following the State law. She owns a condominium in Portland and if parking spaces were taken away there, northwest Portland would be a mess. It sounds like this should be a State issue and the State needs to change what the law says so people would be in compliance.

Councilor Price said another reason to include compliance in the parking study is because while many people who work downtown are willing to park outside the business district, they must park in places that are unsafe.

Councilor Brownson noted there has been an overall increase in traffic in Astoria over the last five years, but there have not been any large spikes in the number of pedestrians struck by vehicles. He was reassured to learn the City has minimal liability, but wanted more details on what enforcement action the State might take against the City.

City Attorney Henningsgaard said he could not think of a mechanism by which the State could come against the City, but State Troopers could come to Astoria to issue traffic citations.

Sarah Lu Heath said the City of Portland is not complying with State law and it was more than half the population of Oregon. There is equal protection under the law when one is singled out of a group of violators who are not being prosecuted. It seems like there is no possibility for enforcement.

Councilor Nemlowill believed the aim of the Downtown Parking Plan was to increase the parking supply and improve pedestrian safety, but the Plan would not negate Astoria's non-compliance with State law. The State law does not seem reasonable. She proposed that City Council draft a letter to State lawmakers explaining how Astoria would like the law updated, and that the letter be sent to the League of Oregon Cities to be shared with other cities in Oregon that were likely to support an update to the law.

Councilor Price said the letter was a good idea, but wanted to wait until the study had been completed so Council could share what the City has learned. Councilor Brown believed the State would not be willing to change the law because traffic safety professionals would advise against it. He recommended Astoria leave the issue of non-compliance alone. Mayor LaMear and Councilor Price agreed, but Councilor Nemlowill disagreed.

Director Harrington noted the Department of Administrative Services verified ODOT's opinion on the law. Commercial and Marine are State highways and he recommended the City ask ODOT if they would remove parking spaces during a repaving or other project.

Ms. Heath said she asked her Oregon Main Street colleagues around the state, but received very few responses. She believed most of the people she contacted were horrified and shocked. One response was, "I'm going to pretend you did not tell me this." Tillamook will be in compliance because they currently have a

streetscape project going on with ODOT. However, they have had enormous public outcry over losing their parking. ODOT is funding Tillamook's realignment, so they will come into compliance.

Ms. Taylor said that speaks to Councilor Nemlowill's suggestion to send a letter asking the State to reevaluate the statute with guidelines about on-way streets, speeds, and signals. If Astoria gets to point where they have to be in compliance, it would be nice if the City had already raised its concerns.

Mayor LaMear agreed that a transportation planning group should work on finding answers to all of the questions that have been raised.

City Manager Estes believed City Council's goal was a smaller task, but the scope has grown so Staff would try to find funding. The ADHDA's request for a change in their funding could be a viable use, but the work would come with a price tag. Originally, the project was going to be completed by Staff and the ADHDA. He would meet with the ADHDA later that afternoon to discuss their capacity. He understood that City Council's goal was for Staff to identify potential additional daytime parking in vacant parking lots, address problems at intersections, and consider ways to make parking spaces smaller. Preparation for this discussion has exhausted the research that could be done on the 20-foot law. He understood Council wanted a technical recommendation from a traffic engineer.

Councilor Brownson believed the Council wanted legal, not technical recommendations. Councilor Nemlowill believed Staff had already provided the information that Council needs. Councilor Price agreed that the compliance issue had been addressed. The parking study will allow the City to demonstrate that compliance with State law will have an adverse impact on the city.

Ms. Heath clarified that the ADHDA's goal was use the parking study to better utilize existing parking on private lots and improve pedestrian safety. There is a transportation management group that can suggest what to track in order to collect the data necessary for decision making. She wanted to make sure the parking study was just about increasing parking and ensuring pedestrian safety, and did not include any unwritten goals. She confirmed the ADHDA did not have the capacity to do the analysis and would hire a contractor to take counts and do mapping. The ADHDA still has \$11,000 of the Promote Astoria Funds that were allocated for a parking officer.

City Manager Estes said they did not yet have a cost estimate on the contractor and reiterated that Staff would meet with the ADHDA later that afternoon.

Councilor Jones asked the ADHDA to figure the economic impact of a parking space in Astoria.

Councilor Price stated this issue was focused on downtown, but future developments in other parts of town could result in similar parking issues. She asked the ADHDA to consider how parking in downtown might impact other places.

City Manager Estes confirmed Staff and the ADHDA would move forward with the parking study as directed by City Council.

UPDATE ON HOMELESSNESS SOLUTIONS TASK FORCE (POLICE)

Chief Spalding provided City Council with an overview of the goals, discussions, and outcomes of the first two Homelessness Solutions Taskforce (HOST) meetings. HOST defines homelessness as individuals and families who are experiencing homelessness and those who do not have access to a fixed, regular and adequate residence, including those who are doubled up or sharing housing, living in motels, camping grounds, shelters, un-sheltered in settings such as cars, parks or abandoned buildings because they do not have access to or lack needed assistance in maintaining fixed, regular and adequate stable housing. The homeless population has doubled in the last three years and homelessness has become one of the biggest issues in the community. HOST's main goals are to identify the extent of the problem, the impact on the community, the scope of the problem compared to other communities, and identify appropriate solutions. Next steps will be to discuss applicable laws, collect demographics on homeless, review any work and/or studies already completed on homelessness, and survey the community. There is also a need for community education.

Mayor LaMear and Councilor Price shared details about two projects that would help this issue. Helping Hands plans to develop a property in Astoria that will house 60 beds, with separate floors for single women, families, and single men. The Astoria Senior Center has a new program that provides seniors with financial assistance for housing and food.

Councilor Price said two of the three issues identified by HOST, rental accessibility and mental illness, are not issues that the City of Astoria can do much about. She believed it was primarily the antisocial homeless population who were impacting businesses and residents because they are not willing to accept help. Public safety is the only tool the City has the most control over. She wanted to know what could be done now while HOST was conducting their study of the situation

City Council, Staff, and members of the audience discussed homelessness as follows:

- Most violations are low level misdemeanors, which creates a revolving door situation. Astoria needs creative solutions because the systems in place are not effective. Law enforcement cannot get more aggressive because Staff has limited capacity and there would be push back from the community.
- Citizens are concerned that the more services that are offered, the more homeless people would come to Astoria. Sean Fitzpatrick noted there was a difference between enabling and assisting. The community needs to recognize that Astoria has extremely limited resources and cannot assist everyone. He agreed that services brought homeless into town after observing warming center. However, there have been few problems in the last two months compared to last year.
- Mayor LaMear believed the City should be involved in providing affordable housing. City services are already under threat because costs are increasing at a higher rate than revenues. However, homelessness is increasing, putting an increased strain on City services. She believed the City's expenses would decrease if homeless people had shelter.
- Councilors Nemlowill and Brownson agreed the City did not have the means to provide affordable housing.
- HOST would address whether more Astorians were becoming homeless or more homeless were coming to Astoria. Services like providing shelter on a cold night is just a band aid, but a 60 bed facility helps people transition out of homelessness provides long term benefits. People could be coming to Astoria because there were driven out of another area. The City should support long term solutions and deal with public safety in the short term.
- As of the last count, there were about 700 homeless in the county and about 100 of those were in Astoria. A new count would be done soon. Chief Spalding agreed services were bringing homeless to Astoria but he did not have research to support that, only his experience. He recommended the City help those who want help, but also provide alternatives for dealing with those who do not want help. He often hears people do not feel safe around homeless, so he is looking for direction from HOST and City Council.
- Councilor Price suggested the Warming Center collect data the way Helping Hands does and share it with other agencies. Her basic online research indicated cities that provided a lot of services had high homeless populations. It would be impossible to provide enough services for everyone, but the City does have tools to address affordable housing.
- Sarah Lu Heath agreed that services were bringing in homeless. She recommended a foot patrol officer to walk from the post office to 14th Street and down Marine because people behave better when they know they are being seen. Downtown store employees must now park outside the central business district. Complaints are not about how far they must park, but are related to safety concerns caused by homeless.
 - Councilors and Staff shared details about the City's extremely limited budget and desperate need for more police officers. The Police Department is tracking more data on the impact of homelessness on public safety, but no additional officers can be hired right now. The budget situation is worse than the community realizes.
- Councilors, Staff, and audience members discussed the difference between services that enable and services that assist. They also discussed the City's limited control over issues like panhandling, laws that limit effective enforcement of existing laws, and possible solutions to prohibiting some of the services that enable homelessness.
 - Mayor LaMear gave background information on Helping Hands, which originally served drug addicts. They now help homeless people find jobs, health services, and other resources. The shelter that Helping Hands plans to build in Astoria would be in a commercial zone and would require a conditional use permit. She believed the shelter would be a benefit.
 - Antisocial homeless people are more likely to take advantage of the services that enable their situation and are much less likely to go to Helping Hands for assistance because they are just looking for

handouts. Therefore, it is unlikely that Helping Hands would bring more homeless people to Astoria the way the enabling services do.

- Staff confirmed that Safeway had rights to develop over the water and could trim back the bushes to increase safety for their employees and customers.
- George McCartin did not believe the warming center was bringing homeless people in to Astoria. Better data would help determine where warming center guests were coming from. Councilor Price noted that over the years, as the warming center has added services like showers, clothing, and food, the number of guests has grown. All of the warming center guests who have gone to Helping Hands were kicked out of the program for failure to follow the rules. Therefore, she believed the warming center appealed to the antisocial crowd. Mr. Fitzpatrick added that when the warming center is open during the winter, homeless people are all over downtown, unlike the summer months when the center is closed.
 - Services that help people transition out of homelessness have extremely limited capacity and resources.
- Staff explained that a more aggressive approach to law enforcement could incur overtime for police officers. However, Staff capacity is still limited. New officers will be fully trained by summer, which will help, but the Police Department still would not be at full capacity.
- Homeless people tend to congregate downtown in the winter and on the Riverwalk in the summer. Staff shared details about property ownership along the Riverwalk, noting that the City does not have jurisdiction over private property. With homeless people on the Riverwalk, keeping bushes trimmed is about public safety, not just aesthetics. Current landscaping laws apply to newly planted vegetation and the City's landscaping contractor is only tasked with mowing.
- The utility assistance program is not being utilized, which seems to indicate that Astoria residents are not becoming homeless due to rent increases. Some people may not be aware of the program or they may be too proud to take advantage of it. Education about the program is necessary.

Councilor Nemlowill excused herself from the work session at 11:15 am.

Staff confirmed that City Council would be given access to HOST's private website.

Councilor Price confirmed that Staff would find out if the budget and the Police Department had any capacity for police officer overtime, and ask Safeway to remove the bushes on their property. She was disheartened that the discussion did not result in any solutions.

Chief Spalding said more data would help the City come up with possible solutions. Additionally, there are some successful programs in other jurisdictions that Staff can consider. The task force has a lot of work to do and plans to bring back some recommendations.

Staff would gather information about the legality of non-profits use of public property for social service programs for City Council to consider.

Ms. Taylor suggested more portable toilets be added to downtown to prevent public urination and defecation. A good location would be between 6th and People's Park.

Unidentified Speaker recommended signage and a map of public restrooms. This would benefit cruise ship tourists as well. Staff confirmed the ADHDA's grant funds for the wayfinding project had not come through.

ADJOURNMENT

There being no further business, the meeting was adjourned at 11:22 am.

ATTEST:

APPROVED:

Finance Director

City Manager

Councilor Brownson noted the Public Works Department is trying to eliminate the disposal of certain waste products into the sewer treatment system. Mr. Peters stated he brought his environmental team to Astoria to meet with Public Works and do some water testing. He agreed the county needed an outlet for hazardous household materials.

Councilor Brownson added new laws were passed regulating the disposal of construction materials like asbestos. Local contractors must take these materials to Hillsboro. He asked if the local transfer station would be able to handle the regulated construction materials in the future. Mr. Peters said that was not likely. He believed DEQ's position was that asbestos was best dealt with before it left the building. Getting a permit to handle asbestos takes a lot and Recology's permit requires that they send people with construction materials to other facilities.

REPORTS OF COUNCILORS

[16:56]

Item 4(a): Councilor Nemlowill had no reports.

Item 4(b): Councilor Brownson encouraged everyone in the audience to vote.

Item 4(c): Councilor Price had no reports.

Item 4(d): Councilor Jones thanked Chief Ames, Chief Spalding, and Staff for working on the fires on 38th Street. He had spoken with the owners of the home that had the fire and learned the neighbors are concerned. People are unable to sleep at night knowing someone could potentially start a fire. He thanked the County and State arson investigators. The neighborhood is planning on starting a Neighborhood Watch program.

Item 4(e): Mayor LaMear had no reports.

CHANGES TO AGENDA

City Manager Estes stated George McCartin requested Item 6(d) be removed from the Consent Calendar.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

6(a) City Council Minutes of December 18, 2017

6(b) Parks and Recreation Advisory Board Minutes of October 25, 2017

6(c) Fire Department Update

6(d) Community Development Department Update

6(e) Department of State Lands – Trestle and Bridges Easement (Public Works)

6(f) Certified Local Government Grant – Grant Authorization

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

Item 6(d): Community Development Update

Mayor LaMear invited George McCartin to speak.

George McCartin stated the City Manager was doing very well at taking on the Community Development Department along with his own department. However, he was concerned about the Planning Commission developing Code amendments dealing with the emergency warming center. The warming center has been very controversial over the last year after going for three or four years without much trouble. This year, the City demanded that the warming center apply for a conditional use permit even though there were no provisions in the current Development Code for the permit. Now, the Planning Commission will make sure no one raises any objections to the warming center by amending the Code. That is fine, but he was concerned about the process. Draft Code language is being prepared by a Planning Commissioner, which will be formally reviewed by the

Planning Commission. In the interest of the people of Astoria, having full disclosure and transparency about what governing bodies are doing, he believed the Commissioner drafting the amendments should be named. He also believed information should be posted online.

City Manager Estes noted there was an article in the newspaper about this. Planning Commissioner Daryl Moore decided on his own to prepare a draft and present it to the Planning Commission. The Commission voted to initiate the amendment process to start a review. He offered to give Mr. McCartin a copy of the Planning Commission meeting minutes and the draft Code amendments. It is not common for a Commissioner to draft Code language, but the City will have to review the proposed amendments to determine whether it would fit within the Development Code. A Planning Commission work session would be held for further discussion.

Mr. McCartin said City Manager Estes was already overloaded with work, so it would be more appropriate to have Development Department Staff draft the amendments rather than a volunteer, especially since Commissioner Moore voted against the conditional use permit for the warming center.

City Manager Estes clarified Commissioner Moore was not asked to draft the amendments, he drafted them on his own.

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

REGULAR AGENDA ITEMS

Item 7(a): Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2017 Oregon Legislature (2nd Reading) (City Attorney/City Manager)

The 2017 legislation passed by the Oregon Legislature, for the most part, became effective on January 1, 2018. Many of our City ordinances refer to or incorporate state statutes. Every year, the City routinely re-adopts all referenced ORS sections to pick up any changes made by the legislature. This is done by a "global re-adoption", which is the technique recommended by the League of Oregon Cities. The City is legally unable to prospectively adopt Oregon legislative changes, that is, we cannot adopt a state statute "as it now exists and is from time to time amended." The proposed ordinance has been reviewed and approved by the City Attorney. It is recommended that Council adopt the proposed ordinance.

City Council Action: Motion made by Councilor Price, seconded by Councilor Nemlowill, to conduct the second reading of the Ordinance readopting certain State Statutes to reflect changes made by the 2017 Legislature. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Director Brooks conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Price, to adopt the Ordinance re-adopting certain State Statutes to reflect changes made by the 2017 Legislature. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

NEW BUSINESS, MISCELLANEOUS, PUBLIC COMMENTS

There was none.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:26 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

DRAFT

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
September 6, 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 (via Skype), Daryl Moore, and Jan Mitchell (via Skype). Brookley Henri arrived at 6:56 pm.

Commissioners Excused: Sean Fitzpatrick

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

APPROVAL OF MINUTES:

Item 3(a): July 25, 2017 Minutes

President Pearson asked for approval of the minutes of the July 25, 2017 meeting. Commissioner Cameron-Lattek and Vice President Easom noted the following corrections:

- Page 5, CU17-07 – Commissioner Henri voted aye and Commissioner Cameron-Lattek voted nay.

Item 3(a): August 1, 2017 Minutes

Vice President Easom moved that the Astoria Planning Commission approve the minutes of July 25, 2017 and August 1, 2017 as corrected; seconded by Commissioner Moore. Motion passed unanimously.

OLD BUSINESS:

ITEM 4(a):

CU17-06 Deliberation of Conditional Use CU17-06 by Astoria Warming Center to operate a temporary use of a warming center at 1076 Franklin Ave in the R-3, High Density Residential Zone. *Public hearing was closed on July 25, 2017. No public comments will be taken.*

Director Cronin presented the updated Staff report, a memorandum, and a good neighbor commitment. He summarized steps taken by the Applicant and Staff since the August 1, 2017 meeting. Staff recommended approval of the request.

President Pearson called for Commission discussion and deliberation.

Commissioner Moore confirmed there was no sign-in sheet at the neighborhood meeting. Director Cronin added that the meeting was packed with people representing a combination of opinions, but it was not Staff's role to get the names of the audience members. Commissioner Moore said he was concerned about the warming center's impact on the neighborhood, the neighborhood's involvement, and what relief the neighborhood could get. There is no evidence that the neighbors now support the warming center. The commitment reads fine, but there is no mention of what happens if problems are not resolved.

Director Cronin explained that the conditions of approval for land use actions must be upheld by the Applicant. If Staff gets word that the conditions are not being met, the City proceeds with enforcement actions.

Commissioner Moore believed conditions of approval ensuring the Applicant lived up to their commitment would be too complicated.

Director Cronin reminded that the permit is a one-year permit and the warming center's operations are limited to 90 days. If the center wants to open back up after the 90 days in any location, the Commission would review their request. There will be a neighborhood meeting prior to the center opening, during the center's operation, and after it is closed to collect feedback. Then the center will make changes accordingly.

Commissioner Moore said the purpose of this meeting is to prevent negative impacts, not test out and make people uncomfortable for a year so the City can decide if they would make people uncomfortable for another year.

Vice President Easom stated he had the same concerns as Commissioner Moore. The neighborhood meetings are not spelled out in the commitment and those meetings are important. The center will be open every night from November 15th through December 15th, so waiting until January to meet is too long and trying to rectify problems then would have a huge impact on the neighborhood. He could not support the commitment as written.

President Pearson said he was on the opposite end of the spectrum. Creating a document like the good neighbor commitment is difficult work and he was pleased to see the results. He applauded the community, neighbors, the Astoria Downtown Historic District Association (ADHDA), and the Board of the Astoria Warming Center for coming together and coming up with a commitment. He supported the request with the commitment, but wanted to review the conditions of approval.

Commissioner Cameron-Latteck said at the last meeting, the Commission agreed to accept Staff's impression of how the neighborhood meeting went. It sounded realistic to her to hear that the discussion was lively and she was happy to hear that all of the parties present came to an agreement. She was comfortable taking Staff's input. She believed the Commission had seen many of the changes they were looking for in the commitment. She was relieved to see a commitment to at least three meetings through the season, which she believed would go a long way towards addressing problems. She believed she could support the permit with Staff's recommended conditions.

Commissioner Mitchell stated there was never a perfect way to know in advance how things will actually transpire, but she believed the commitment addressed most of the Commission's concerns. If the warming center does not comply with their commitments, the City has recourse. Therefore, she was comfortable with the commitment. When the Commission asks a group to work on a solution and a process, they have to be willing to allow the group to work that out. Otherwise, the group's effort would be for no reason. She supported 96 percent of the commitment and reminded that there were mechanisms in place to bring issues to Staff and the Commission's attention. She supported the request.

Commissioner Cameron-Latteck asked if the condition of approval regarding landscaping pavers on private property had been removed to address concerns about loitering. She understood that the pavers would provide an area for smoke breaks.

Director Cronin confirmed the condition had been removed based on the Commission's agreement that removing the pavers would eliminate an area where people were likely to congregate. That is the only portion of the landscaping plan that was removed; the rest of the plan would still be implemented.

Commissioner Henri arrived at 6:56 pm.

Director Cronin read aloud the conditions of approval stated in the Staff report and recommended changes based on the Commissioners' comments. He presented options for policies on temperature and weather conditions that dictate the warming center operations.

Commissioners reviewed their August 1st discussion on temperature and weather and agreed no changes should be made.

Director Cronin reviewed Staff's recommendations for timing of the warming center's operations and asked for Commission feedback.

President Pearson supported the warming center's request for three days' advance notice of the warming center opening. Commissioner Mitchell said the advance notice should be a minimum of 24 hours. As long as the center will not be open for more than 90 days, maybe the Commission does not need to be concerned about how long it takes them to make a decision. She supported 48 hours advance notice. Commissioner Cameron-Lattek said 48 hours sounded reasonable and would give the center ample time to organize. Commissioner Henri stated she would agree to 48 hours because 36 hours could provide the potential for loitering.

Commissioner Henri added that the good neighbor commitment was important to her and she believed the community generally supported the warming center. The findings in the Staff report indicated the location is appropriate and she was in favor of the request.

Director Cronin noted that the overnight camping issues had been resolved in the good neighbor commitment and asked if the Commission had any other issues they would like Staff to address.

Commissioner Moore asked Staff to clarify Condition of Approval #11 and explain how valid complaints were measured.

Director Cronin explained that the complaints would be submitted to the AWC Board, who would log the complaints and determine what is valid. Complaints like littering and trespassing would have to be investigated.

Commissioner Henri confirmed that the 24-hour contact could be accessed via phone and email.

Commissioner Cameron-Lattek suggested that the word "valid" be changed to "specific" in Condition of Approval #11. President Pearson and Commissioner Mitchell agreed. Commissioner Moore was concerned that the condition could lead to the permit being revoked. The City needs a metric to measure whether the condition is being met. He believed the language in the condition was too vague, but did not have a specific metric to suggest.

Commissioner Henri suggested keeping the word "valid" and added "in relation to the good neighbor commitment." Commissioner Moore suggested the word "valid" be removed, but said he would not care if it were changed to "specific."

President Pearson confirmed the word "valid" would be changed to "specific" based on a majority consensus of the Commission.

President Pearson moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-06 by Astoria Warming Center, with the amendments recommended by Staff and the following amendments by the Commission:

- Condition of Approval 11 – Change the word "valid" to "specific."
- Condition of Approval 13 – Operation threshold of 37 degrees Fahrenheit wind chill and/or at least 1/3 inch of rain with 48 hours advance notice of opening.

Seconded by Commissioner Henri. Motion passed 4 to 2. Ayes: President Pearson, Commissioners Henri, Mitchell, and Cameron-Lattek. Nays: Vice President Easom and Commissioner Moore.

President Pearson read the rules of appeal into the record.

Director Cronin noted the Notice of Decision would be issued after Commissioners Cameron-Lattek and Mitchell had returned to Astoria and signed the order.

REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Moore said he wanted to clarify his vote on the warming center. He was concerned because for over three years, the neighborhood had reported negative impacts. The Commission allowed the warming center time to negotiate with the neighbors. The Commission has hearsay that there were meetings, but did not receive any evidence that could be considered, just hearsay from the author of the application. His concerns that the impacts would be addressed were not alleviated by the commitment. He hoped the neighborhood would be fine

and that the warming center helped people. He appreciated the work of the warming center, but his role was to protect the neighborhood from uses that do not belong. He understood that people need help and it is great the warming center exists to provide that help, but the good neighbor commitment was not enough evidence to sway his vote.

President Pearson added that he knew Commissioner Moore put careful thought into his decision. The Commission respects his and Vice President Easoms' opinions and appreciates their dedication and commitment.

Director Cronin explained that land use regulations prevented ex parte contacts, which requires the Commission to have good faith and trust in Staff sometimes. The neighborhood meeting was well attended and included great dialogue. He believed the meeting was very productive.

STAFF UPDATES:

Director Cronin updated the Commission on upcoming public hearings and meeting dates.

MISCELLANEOUS:

PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:20 pm.

APPROVED:



City Planner

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
September 26, 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: Community Development Director Kevin Cronin, and Consultant Hannah Dankbar. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

The minutes of the August 22, 2017 and September 6, 2017 meetings 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):

CU17-08 & ADU17-02 Conditional Use CU17-08 and Accessory Dwelling Unit ADU17-02 by John and Janet Niemi to locate an accessory dwelling unit in an existing basement at 266 W Irving in the R-1, Low 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.

Vice President Easom declared that he knew the Applicants, confirmed he had not discussed the project, and stated he did not believe his vote would be impacted.

Commissioner Fitzpatrick declared that he socialized with the Applicants, had not discussed the project, and could be impartial.

President Pearson asked Staff to present the Staff report.

Director Cronin introduced Hannah Dankbar, Columbia River Estuary Study Taskforce (CREST) and explained that she was helping Staff with permits.

Hannah Dankbar reviewed the written Staff report. 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.

Janet Niemi, 266 W Irving, Astoria, stated Staff prepared an excellent report on all of the parameters involved in the request. The ADU fulfills a need in the City of Astoria. She offered to answer questions.

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.

Eric Anderson, 270 W Irving, Astoria, gave a PowerPoint presentation. He stated all of the properties in the neighborhood were on a hilltop with views to the south of Young's Bay. The parcels are narrow and their views are highly dependent on their neighbors' actions. He displayed an aerial view of the area taken prior to the Applicant's redevelopment in 2009, showing that the neighbor to the east had a clear view of Young's Bay. At that time, he had a view of green space from his front door. After the redevelopment, the east neighbor had a view of the Applicant's garage and he had a view of the office structure. He showed before and after photos of the Applicants' building footprints and said he believed the five-foot setback had been violated after the building was expanded. The Applicant desires rezoning from R-1 Low Density to a higher density multi-family apartment use. He was raising a property line dispute due to the proposed apartment's property line setback issue. His front door now faces a proposed apartment 30 feet ahead. Therefore, he requested the Planning Commission delay or deny the Conditional Use and ADU permits until the current property line setback dispute had been resolved. He thanked the Commission for hearing his testimony and said he would likely appeal the finding if necessary. He planned to survey the property boundary line between his property and the Applicant's to check the setback of the proposed apartment. If the ADU is not denied, he planned to construct a six-foot tall privacy wall or fence as shown in his presentation. His neighbors did a nice job redeveloping the property and expanding their structure. When the Applicants built the garage, it destroyed their neighbor's view, but they had the right. They also added a den or office so that Mr. Niemi could conduct business. He was opposed to converting the den into an apartment.

Mrs. Anderson, 270 W Irving, Astoria, stated her house was zoned R-1 and they pay very high taxes. Once the Niemi's have a rental, their value would increase while hers would decrease. People forget about those who have worked to get their homes in Astoria and spent a lot of money on taxes and a house to live in R-1 zoning. She specifically picked an R-1 zone so that she would not have this issue. Once a rental is allowed, the area turns into a rental area, which decreases the value of the R-1 zoned houses.

Mr. Anderson asked the Commission to review his proposal for a six-foot privacy wall. The wall was not an optimal solution and he did not want to wall off the city. However, the wall would block his view of the apartment, extend to the backyard, and wrap around to the front of the Niemi's property where the apartment entrance and parking would be. The wall would not be as pretty as the existing landscape, but would be the least bad outcome for the new apartment zoning.

President Pearson called for the Applicant's rebuttal.

Mrs. Niemi stated she was surprised by her neighbor's response. She had no idea they had any objections and wondered if they had a dispute about the property line when construction began. The Andersons did not voice any disputes at that time or since. She believed a six-foot privacy fence would impact the Andersons more than her. Commissioner Fitzpatrick asked if there would be changes. She confirmed that no changes would be made to the building footprint or exterior. She also confirmed that the lease would be at least a 12-month lease, but nothing had been put in writing yet.

President Pearson called for closing comments of Staff.

Director Cronin stated he did not expect any opposition or a property line dispute. Site plan reviews are typically done when building permit applications are submitted, but not at this stage. Staff was not aware of any setback issues with this application. A setback of less than five feet would be non-conforming and this project would not add to the nonconformance because the footprint of the building would not be changed. Existing basement space will be converted to a long-term rental. He encouraged the Andersons to find out where the property line is located prior to installing a fence. The City does not require a permit for fencing unless it is above six-feet high. The Commission could require a fence as a condition of approval. However, he believed the findings were solid and recommended approval of the request.

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

Vice President Easom clarified that the request was for an allowed conditional use in an R-1 zone, not a zoning change.

Commissioner Moore stated that during the most recent Oregon legislative session, ADUs were approved as outright or conditional uses in all residential zones. Municipalities cannot forbid ADUs, the zoning is not affected, and this would not be considered multi-family. The home would still be a single-family home with an ADU.

Commissioner Mitchell said she did not believe the assumption that an apartment would change the value of housing for this situation. Astoria's neighborhoods are mixed and this had not caused the value of homes to drop. The City is trying to find housing for people who work in Astoria. She did not believe a home would lose value if someone were staying in a basement next door. State and City ordinances make this a reasonable use.

Commissioner Cameron-Lattek stated she understood the Anderson's plan to build the fence and were not asking the Commission to require a fence as a condition of approval.

Commissioner Henri said she sympathized with the situation and was sorry hear about what was going on. However, the Commission's job was to look at City codes objectively and determine whether the proposed use is compliant and appropriate. She did not see any noncompliance. The house and remodel looked nice and she was sure the Applicant wanted nice and tidy people living on their property. Adding the right terms to the lease can require a certain level of cleanliness. She hoped some type of good neighborly solution could be achieved.

Commissioner Moore stated he believed the application met all of the reviewable criteria. He encouraged the neighbors to resolve their suspected boundary dispute as a separate item.

Commissioner Fitzpatrick said he believed the application met the criteria. The code was changed to allow ADUs in R-1 zones so he planned to vote in favor of the request. He did not believe the fence was within the Commission's jurisdiction.

President Pearson agreed that the application met all of the criteria the Commission had been asked to review. He also agreed with the City's explanation of the R-1 zone.

Commissioner Moore moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-08 and Accessory Dwelling Unit ADU17-02 by John and Janet Niemi; seconded by Commissioner Mitchell. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

ITEM 4(b):

CU17-11 Conditional Use CU17-11 by Camille Holland to locate a psychotherapy office (professional services) at 1044 Marine Drive in the S-2A, Tourist Oriented Shorelands 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.

Hannah Dankbar reviewed the written Staff report. 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.

Camille Holland, 34951 Patterson Ln., Astoria, said when looking at reasons why the space was better than others for starting her practice, she found two amenities that she considered very important to successful therapy. The first amenity is ease of access to the office. Public transportation is directly across the street and she rented parking spaces. The office is centrally located without the need to drive through congested traffic. One can drive to the office from any direction without the stress of parallel parking. The second amenity is noise reduction. A quiet environment is necessary to provide clients with peace of mind necessary to process painful issues. She did her internship in the building across from the Post Office, so was familiar with lack of parking and the abundance of honking horns and Harley Davidsons. Very few of the offices that she looked at would provide clients with a clean public restroom just down the hall from the office. The building is locked after business hours, which provides an additional layer of security for safekeeping of her confidential files. The square footage is

perfect for her to successfully launch a private practice. Most of the vacant spaces she looked at are much larger than this one at 350 square feet. The office space is located in a corner building that provides clients with a choice of entry from 10th Street or Marine Drive. The care and forethought of the interior is unmatched. Building maintenance is provided, so there is no need for individual accounts for electricity or garbage services. The terms of her lease are good for the tenant and allow the flexibility of a month-to-month lease after the first six months. The only comparable location for this office would be on the Columbia Memorial Hospital (CMH) campus, but there are no vacancies in either of the professional buildings behind the hospital or on the CMH pavilion. Those offices are also more expensive than the proposed office space.

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

Commissioner Mitchell believed it was commendable that the Applicant was starting a practice by providing services to people who might be marginally able to pay for mental health counseling. She also believed this was a great use of the building.

Commissioner Cameron-Lattek agreed and said she believed the business would be great for Astoria. The building is an interesting nook and it will be a nice private space where clients can feel that they are not too exposed as they go in and out.

Vice President Easom said he believed the use fit the building, as there were other professional offices in the building. He had no issues with the application.

President Pearson agreed and supported the application.

Commissioner Moore believed the application met all of the reviewable criteria.

Vice President Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-11 by Camille Holland; seconded by Commissioner Fitzpatrick. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS:

There were none.

STAFF UPDATES:

Staff updated the Commission on the following:

- Astoria Planning Commission Training Opportunities
- Train station Growth Management Updates – Riverfront Vision Plan Urban Core and Uniontown Reborn
- Planning Department Project Updates: Shooting Stars, Holler Investments, the Riviera Building, and Astoria Makers
- Advance Astoria – Oregon State University seafood laboratory commercial kitchen upgrade and rental opportunities

MISCELLANEOUS:

President Pearson thanked Director Cronin for all of his hard work and wished him luck in his next venture. Director Cronin made parting comments and said he hoped to work with the Commission again from the private sector.

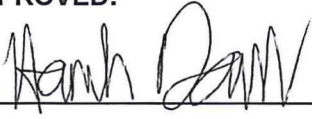
PUBLIC COMMENTS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:16 pm.

APPROVED:



Hannah Dankbar CREST Planner

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
October 24, 2017

CALL TO ORDER:

Vice President Easom called the meeting to order at 7:09 pm.

ROLL CALL:

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

Commissioners Excused: President David Pearson

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

ELECTION OF OFFICERS:

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the APC needs to elect officers. The officers were President David Pearson, Vice President Kent Easom, and Secretary Anna Stamper.

Commissioner Moore moved that the Astoria Planning Commission elect Kent Easom as President and Sean Fitzpatrick as Vice President for the remainder of 2017; seconded by Commissioner Mitchell. Motion passed unanimously.

APPROVAL OF MINUTES:

President Easom asked for approval of the minutes of the August 22, 2017 meeting. Vice-President Fitzpatrick moved that the Astoria Planning Commission approve the minutes as presented; seconded by Commissioner Mitchell. Motion passed unanimously.

The minutes of the September 6, 2017 and September 26, 2017 meetings were not yet available.

PUBLIC HEARINGS:

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

ITEM 5(a):

CU17-02 & ADU17-04 Conditional Use CU17-02 and Accessory Dwelling Unit ADU17-04 by Michael Angiletta to locate an ADU in an existing single-family dwelling at 1320 Madison Avenue in the R-1, Low Density Residential zone.

President Easom 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.

Vice-President Fitzpatrick declared that he was friends with Mr. Angiletta, but believed he could be impartial. Mr. Angiletta has been very respectful of the fact that he could not discuss the application.

Commissioner Cameron-Lattek declared that she knew Mr. Angiletta, but she had not spoken with him about this matter. She did not believe this would preclude her from being impartial.

President Easom declared he knew Mr. Angiletta, but did not believe that would impact his decision. He had seen the property on more than one occasion although not for the purposes of this hearing.

President Easom asked Staff to present the Staff report.

Hannah Dankbar reviewed the written Staff report. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

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

Michael Angiletta, 1320 Madison Avenue, Astoria, stated most people could acknowledge that Astoria has a housing challenge. He found the application process to be interesting. He filled out three applications and paid \$750 for the privilege of doing this legally. The house he is currently living had been illegally rented out for years. He suggested Astoria find a way to create less friction for people who want to play by the rules so that more people will play by the rules. Staff has been very helpful and supportive. However, the amount of time and money in order to supply an extra housing unit is astounding.

Commissioner Mitchell asked Mr. Angiletta to explain what he meant by friction.

Mr. Angiletta said there were three forms that were redundant. He answered the same questions on two separate forms, one for the conditional use permit, and one for the accessory dwelling unit. Three separate fees added up to about \$750. He believed the fees would be prohibitive for many people. Some might be creating a rental unit because they need additional financial support. Time was the other frictional component. This was a three-month process.

Commissioner Mitchell stated she came from a place where fees were much higher for many things. She believed rental units would be rented for the same amount and more. It would take Staff time to create a new form. It would be better for more people to do these projects legally. Long-term rentals would also be better because Astoria needs them. A three-month process is not very long in other cities. She asked if Mr. Angiletta's neighbors were happy.

Mr. Angiletta said he understood that the R-1 zone required some special circumstances. He had spoken with all of his neighbors and one neighbor was present.

Planner Ferber stated she was always happy to receive feedback from customers and streamline processes. Much of the process has been mandated by City Council. When housing policies were discussed, ADUs were proposed to require a conditional use permit in all zones. The compromise was to require the permit only in R-1 zones. She understood the applicant's perspective and agreed the process should be easy. She recommended Mr. Angiletta reach out to his Councilor about these issues.

President Easom asked if Staff could combine the ADU and conditional use application.

Planner Ferber explained that the conditional use application needed to be broad because Staff receives requests for permits in all zones and for very different uses. She would look into it, but believed the process was simplified as it could be at this time.

President Easom called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he called for closing comments of Staff. There were none. He closed the public hearing and called for Commission discussion and deliberation.

Commissioner Mitchell moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-02 and Accessory Dwelling Unit ADU17-04 by Michael Angiletta; seconded by Commissioner Moore. Motion passed unanimously.

President Easom read the rules of appeal into the record.

REPORTS OF OFFICERS:

President Easom thanked David Pearson for his years of service to the Planning Commission and Historic Landmarks Commission.

STAFF UPDATES:

Planner Ferber recommended that the December meeting be rescheduled. She updated the Commission on the following:

- Efforts to hire a new Community Development Director
- American Planner Association Conference in Portland
- New Commissioner Training

MISCELLANEOUS:

ITEM 8(a): Thank you and farewell to Dave Pearson for his service as Chairman of the Astoria Planning Commission.

PUBLIC COMMENTS – NON AGENDA ITEMS:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:30 pm.

APPROVED:



City Planner



CREST Planner

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
November 28, 2017

CALL TO ORDER:

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

ROLL CALL:

Commissioners Present: President Kent Easom, Vice President Sean Fitzpatrick, Jennifer Cameron-Latteck, Daryl Moore, Jan Mitchell, Joan Herman, and Brookley Henri.

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

New Commissioner Joan Herman introduced herself.

APPROVAL OF MINUTES:

President Easom asked for approval of the minutes of the October 24, 2017 meeting.

Commissioner Mitchell requested that the following be included/changed for clarification:

- Page 2, Paragraph 8, – Commissioner Mitchell believed it was appropriate when someone is asking for changes that will give them financial benefit that they should not protest the cost of paying for Staff time.

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

The minutes of the September 6, 2017 meeting were not available.

PUBLIC HEARINGS:

President Easom 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):

CU17-13 Conditional Use CU17-13 by Chester Trabucco to construct a 7,164.5 square foot Professional Office/Service Establishment at 623 West Marine in the S2-A Tourist-oriented Shorelands zone.

President Easom 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.

Vice President Fitzpatrick declared that he and Mr. Trabucco had been friends for over 14 years. He had a potential conflict because he owned a professional medical office building in Astoria; however, he believed he could be impartial.

Commissioner Mitchell declared that she had known Mr. Trabucco for about 20 years, but she did not believe she had a conflict.

Commissioner Moore declared an ex parte contact as he attended a City Council work session where this application was discussed. The discussion was brief and ended as soon as the City Manager explained to the Council that this application was still open. Once the public hearing opens, he would inform the Applicant of the comments made at the work session and give the Applicant the opportunity to respond.

Vice President Fitzpatrick declared ex parte contact as a few people have talked to him about this application. However, the Applicant had not discussed the application with him.

President Easom declared that he had known Mr. Trabucco for about 25 years, but that would not change his vote.

President Easom asked Staff to present the Staff report.

Planner Ferber reviewed the written Staff report. A new site plan was made available to the Commissioners and the audience. The Staff report contained a typographical error in the location address, which Staff would correct. However, the public notice cited the correct address. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

Commissioner Moore asked Planner Ferber to clarify the text in the Staff report that suggested maneuvering would not be required on the site. Planner Ferber explained that maneuvering was allowed offsite, but loading was required on site. Trucks are allowed to turn around and back up while in public rights-of-ways. This exemption is common in the downtown area, but she would double check the language in Article 7 of the Comprehensive Plan. Public Works has approved the maneuvering plan for this application.

Commissioner Moore noted the following corrections to the Staff report:

- Page 7, IV.A. - Section 2.710~~(7)~~**(5)**
- Page 7, IV.B. – Section 2.485~~(1)~~**715(3)**
- Page 9, C. – Section 2.445~~(8)~~**715(4)**
- Page 10, (6), second sentence – The Planning Commission may require landscaping, lighting, street future of other amenities as part of a new use per 2.470~~715~~**(8e)**.

Commissioner Henri stated that the original proposal was for two buildings on the site, but the current proposal is for one building. Planner Ferber confirmed that was one of many changes made as Staff worked with the Applicant on this project.

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

Chester Trabucco, 19823 83rd Place W., Edmonds, WA, said it had been a long time since he last stood in front of the Planning Commission. His last proposal relative to this site was for a 32 unit mixed use building with a 6,000 square foot restaurant and 5,000 square feet of retail over the water. He had 23 of the 32 units presold, but everyone backed out of their reservations when the recession began. This site has been the subject of many iterations of proposed development activity, much of which was already in place. The Cannery Café was part of the Bumblebee Cannery maintenance building in 1883. The M.J. Kenny Cannery, located at #10 6th Street, was the home of Bumblebee Seafoods headquarters that his company acquired in 1983 or 1984. The parking lot came with the building. The purchase price for the property was about \$150,000 for 35,000 square feet of office space, 200 linear space along the shoreline, and half a city block of parking. At that time, his company needed more parking for Clatsop Community Healthcare, one of their tenants. So, they contacted the owner of the gas station that occupied the southern half of the block, Etu Inc., to request the use of 16 parking spots. As an afterthought, their attorney suggested they get a right of first refusal on the gas station. Three months later, Kentucky Fried Chicken made an offer on the gas station site and his company exercised their right of first refusal. Fifty years before his company purchased the site, the property was a fill site made of various types of rock and sand. He has been talking to a number of people over the last two or three years about the use of this site and most of the interest has been from financial services looking for a site that would accommodate a drive through. About six or seven months ago, Fresenius Medical Center approached his company asking they consider this site as a place for them to grow into. The medical center currently has 12 dialysis stations, but their plan calls for 17 stations. He believed this site could accommodate a bank and the dialysis center. Staff has been great to work with as obstacles presented themselves. Parking and the need for an on-site loading zone quickly became an issue. However, they worked through the issues and on Friday, he received the Staff report. His company hustled throughout the weekend and on Monday to make the changes included in the updated site plan. His company has already addressed several of the conditions of approval, as follows:

- He had no issues with the first condition, as it would be very difficult to continue with a condominium project.
- The generator and trash enclosure have been moved, as noted on the new site plan.

- The site plan shows four public parking spaces. The covenants, conditions, and deed restrictions (CC&Rs) call for eight public parking spaces in exchange for a local improvement district (LID) payment when they did some additional financing years ago. The other four parking spaces are on the northeast corner of the site, which is not owned by his company. Planner Ferber had mentioned two other owners on the northeast corner, but they do not affect this application. The only two owners are the owners of #10 6th Street and the owners of the southern half of the block, Etu. At one time, he attempted to and received approval from Andrew Bornstein and Joe Barnes to have access to a drive aisle if needed. However, he no longer needs the drive aisle since the new configuration will be L-shaped and will not include the northeast corner of the block. The ownership situation is a catch 22. Two owners have signed off on the application. If the project comes together, it is their intent to purchase the property instead of lease it. The current owners are interested in selling the property, not developing a parking plan.
- Representatives from the dialysis center are prepared to talk about the signage plan.
- He attempted to address all of the conditions through design changes; however, he believed the property had enough room for onsite maneuvering in the space where the bank would have been located. This is an opportunity. This site has not had an upgrade for over 50 years relative to the southern half of the block. Since the gas station was removed, no repaving has been done and the gas station pad is still visible. This property is located at the gateway to Astoria's downtown. It will be beautifully landscaped and fair rental terms will ensure the block will always look good after being blighted for quite some time.

Commissioner Moore said during the City Council work session, a Councilor brought up this application during a discussion on developing housing. The Councilor questioned why the City would allow new development that did not include a housing element, considering Astoria's housing situation. Mr. Trabucco said his initial intent was put 32 condominium units on the site. However, it is difficult to make housing work on such a small footprint. He has discussed this with Councilor Price, who expressed the same concern.

Chris King, Regional Construction Manager, Fresenius Medical, 312 SE Stonemill Dr., Vancouver, WA, said life safety, patient care, and comfort issues arise when combining a dialysis clinic with residential units, so it is generally not a practice that his company pursues. During their real estate search, Fresenius considered 27 different locations in this area, three of which were in Warrenton. This is the right location for this clinic.

Commissioner Mitchell stated it seems proximity to existing hospitals would be the best circumstance. She asked if all other possible locations closer to medical facilities had been exhausted. Mr. King said they looked at 2190 Marine Drive, 23rd and Marine Drive, Commercial and Marine Drive, 3250 Leif Erickson, 616 31st Street, Highway 30 and 31st Street, and more. He had a big list.

Commissioner Mitchell asked what the problems were with those sites. Mr. King said they had a tough time siting a dialysis clinic on the old Napa Auto Parts on Commercial and Marine Drive property. His real estate manager took him on a two-day tour of Astoria. Many of the sites are on hillsides, which are extremely difficult for patients. The proposed site is the best for their use.

Mr. Trabucco added that the current site plan for the dialysis center was iteration G, but three other iterations had previously been completed by an architect. Each iteration has been an attempt to accommodate how the dialysis functions on the site in conjunction with the City's requirements. Fitting a dialysis center on a full city block anywhere would be difficult, but this is only three-quarters of a block in a sensitive area. He tried to make sure the facility was sited in the right place and did not conflict with other uses in the area.

Mr. King explained that in a perfect world, a clinic of this size would go on an acre. Trying to fit the clinic in a downtown area is very difficult. This site plan was done by Christopher Kidd and Associates, who have designed hundreds of Fresenius' dialysis clinics. With their input and operations in mind, many aspects of the project are specific to their patient's needs, like the drop off area in the front. The loading area has already been addressed, which is a big deal for the facility. Deliveries come on large pallets and are delivered at grade off a lift gate truck, then are wheeled into the building on pallet jacks. The ability to have the clinic flow and function well is difficult on many sites.

Kendall Beatty, 41947 NW Bates, said he was grateful for this opportunity to speak to the Commission on behalf of his patients. He has been in dialysis for 20 years, starting as a nurse and moving up to patient advocate. Fresenius is very grateful to its current landlord of 20 years. However, kidney failure is growing due to diabetes

and hypertension. The current clinic has 12 stations and each station can accommodate one patient. Dialysis patients receive treatments three days a week, with each visit lasting four hours. The clinic currently has 44 patients, which limits the time of day they can offer dialysis. Moving and increasing the size of the clinic will allow them to offer patients more shifts. Patients need opportunities to go to work and be more self-sufficient. This site is more centrally located so patients will not have to drive very far. Up to 15 minutes of drive time might be cut from a patient's drive to the clinic, especially in the summer. At this location, it will be easy for patients to get on and off the street. Parking is challenging at their current location, where some patients have to park on the street and walk about 50 yards to the clinic. The facility's equipment is adequate, but old, especially in their water room. The water room contains carbon tank softeners and a reverse osmosis system. Newer dialysis facilities use the CWP reverse osmosis system that continuously runs water throughout the dialysis treatment, plus it uses a heated type of disinfectant that the facility does not currently have on its existing water system. Fresenius needs to start looking at putting this newer system in all of their new clinics because it is superior. Seven of his nine clinics will have the new system and the Astoria clinic will get the new system if it can be relocated. Upgrades are not possible at the existing location because of confined space. He wanted the new facility to be located as close to the hospital as possible because dialysis is still considered a high acuity, like an intensive care unit. If patients and equipment is not monitored closely during dialysis, a person can end up in the hospital very quickly.

Mr. Trabucco added that the proposed location is technically closer to the hospital than any location in Warrenton.

Commissioner Cameron-Latteck asked if the new facility would have substantially more employees than the existing facility. Mr. Beatty said the clinic currently has 10 employees. He predicts about 10 new patients at the new facility, which would require one or two more full time employees.

Commissioner Cameron-Latteck asked where the next nearest dialysis center for Clatsop County residents was located. Mr. Beatty stated Fresenius has a clinic in St. Helens, so this new facility would serve most of Clatsop County. A different company has a clinic across the bridge in Long Beach. Fresenius partners with the clinic in Long Beach if there is a water break or supplies get cut off. They also helped U.S. Renal in Tillamook by taking some of their patients during the flood a few years ago. A larger clinic will allow Fresenius to continue helping neighboring dialysis centers.

President Easom asked how long the current clinic has been in its existing location. Mr. Beatty said almost 20 years.

Commissioner Herman asked if the clinic had the option to increase space at its current location. Mr. Beatty said no, and invited Commissioner to go look at the existing space. The landlord has been gracious enough to give the clinic almost the entire right side of the building.

Commissioner Henri asked what was happening with the property in the northeast corner of the block. Mr. Trabucco stated that property was two separate parcels owned by Starlight and Craft 3. The portion owned by Starlight is used for Buoy Beer's overflow parking and the portion owned by Craft 3 is used for condominium parking. Those properties do not affect this application, but the owners did give him permission to share a drive lane in exchange for access to another parking area during off hours. His lease with Fresenius requires parking be available 24 hours a day, seven days a week. However, based on their current load, there could be some situations that allow them to share parking with other users.

Commissioner Mitchell asked for clarification about parking. She understood the Applicant was required to have eight parking spaces for the viewing tower at 6th Street, but she did not see this on the map. Mr. Trabucco showed the location of the eight parking spaces on the map.

Commissioner Mitchell said they were far from the viewing tower and it would not occur to most people that they could park in that area. The current parking was closer. Mr. Trabucco believed the right signage would ensure people understood where to park. He would like to see all eight parking spaces together. Four of the spaces belong to Andrew Bornstein and it is possible that people going to Buoy Beer would park in those spaces, which they are entitled to do because those spaces are for Riverwalk access as well as the tower. Fresenius needs parking as close to the facility as possible.

Commissioner Mitchell stated tourists would not know that parking was available. Mr. Trabucco said he would make sure there was good signage. He gave up 900 square feet to accommodate the bridge end project, so there is no other way to pull this off while still allowing the 3 by 8 foot parcel for the 6th Street bridge end. Because of the construction timetable, an 11 by 25 foot maneuvering space is needed. One piece of the property is locked in and no building can be constructed on it unless they build around it, but that would not accommodate the standard off the shelf floor plan. They could have taken the building to within three feet of the sidewalk and still achieved the required landscaping coverage. Part of the space will likely be used to satisfy the Historic Landmarks Commission's requirements, but there is ample room to beautify the extra space. It is possible to push everything down and create public parking spaces.

Commissioner Mitchell appreciated that the existing trees would remain.

Commissioner Herman asked what guarantees Mr. Trabucco had that the four parking spots owned by Mr. Bornstein would be accessible to the public and that people would not be towed. Mr. Trabucco said Mr. Bornstein's parking was open to the public. The only part of the entire block where cars would be towed is where signs say parking is reserved. All of the parking in the north quadrant is unmarked.

Commissioner Cameron-Lattek stated 18-wheeled trucks are not supposed to cross the railroad tracks. On the drawing, it looks as if the trucks would back over the tracks. Mr. Trabucco explained that he went through several discussions about this, which led to moving the building south. Trucks cannot maneuver backwards over the tracks, but they can nose in, back out, and then go across the tracks. Trucks can cross the tracks, but they cannot maneuver on the tracks. So, trucks will not back in off of the Riverwalk.

President Easom called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he called for closing comments of Staff.

Planner Ferber clarified that Code number changes were just numerical errors, but the text in the Staff report was from the appropriate Codes. She would send clarification about maneuvering because trucks are allowed to cross the tracks, but not back up over the tracks. She would confirm with the City Attorney that the original agreement for the eight parking spots are split four and four. The parking is not marked well, so it will be nice that in the future they will be clearly delineated for public access to the Riverwalk.

Mr. Trabucco said at the time the parking restriction was added, he owned the entire north half of the block. The sale of the northeast quarter included a signed agreement, which Staff has, indicating four parking spots would be for public use.

Planner Ferber stated Staff needed to confirm that before delineating those parking spots.

Mr. Trabucco added that it would be no problem for the Commission to require as a condition of approval that Fresenius to assign those four spots to public use.

Planner Ferber stated that was one of her recommendations. Also, any tree trimming or removal on City property would have to be approved by City Council.

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

Vice President Fitzpatrick stated he had several questions in the beginning, but they were all answered by the Applicant. A conditional use permit is allowed when another location cannot be found and the Applicant considered 20+ other available spots. He was concerned about housing, but understood it would not be compatible with a dialysis center. His questions have been answered to his satisfaction.

Commissioner Moore said he was concerned because the S2-A zone is intended to provide mixed-use tourist oriented development. A dialysis center is needed. While the availability of other sites gives the Commission a reason to deny this application, the unavailability of other sites does not guarantee approval. The dialysis center is a destination site, so no matter where it is located, their clients will go to it. Siting a non-tourist establishment in a tourist zone is a problem because there are so few places to develop. This lot is vacant and can be developed. The lot is in a tourist oriented and pedestrian oriented zone and the City might want to have a tourist-oriented development on the lot. He understood that a professional service was a conditional use for the site, but he read

the Code as saying a professional service that might have some tourist availability. He was not entirely against the application, but wanted to clearly state that this is a zone intended for tourism and Astoria has very few places to develop for tourism. He cannot consider whether or not a better location exists in the area as a reason to approve the application. He was leaning towards declining the request because it does not seem like the right use for a tourist zone.

Commissioner Cameron-Latteck said she shared many of Commissioner Moore's concerns. She questioned whether the Commission had a good enough economic reason to approve a conditional use for something that is clearly not tourist oriented. This will not add more jobs, but it could fulfill some important practical functions for populations that need these medical services. The area needs to be active and engaging for pedestrians, but the building would have a loading zone facing the Riverwalk. She had concerns and was not completely convinced.

Commissioner Herman stated she was sensitive to the need for such a facility, but was concerned about siting it in the Shoreland zone for the same reasons Commissioner Moore stated, especially since there are so few sites like this one left in Astoria along the waterfront. The loading zone would front the Riverwalk and this area is intended to be pedestrian friendly. Therefore, she did not believe this site was the best for such a facility.

Commissioner Mitchell said she was struggling with a decision because she acknowledged the lack of available land in Astoria. When the City makes choices that benefit the people who live in here, Astoria becomes more of a place people want to come to. And tourism is great, but residences still need essential services. The Commission needs to balance what the Code says with uses that provide benefits to residents.

Commissioner Henri stated that a vacant lot would be redeveloped and she appreciated what the Applicant said about landscaping. This would definitely improve the look of the area. If the Commission denied the Application, there is no way to know how long it would be before another proposal was put in front of them or what it would be. The next proposal could be for a Kentucky Fried Chicken. She was dissatisfied with the loading zone, but did not believe there was another reasonable configuration. She was not satisfied with the public parking. While signage provides benefits, the parking situation would not be intuitive. She doubted the location of the parking spaces would serve tourism. Her main concern was that the use is not tourist oriented, so the City would be giving up a pretty good waterfront parcel with an awesome view for a non-tourism oriented facility.

President Easom said he was leaning towards approving the application. The property has been vacant for 10 years and there's never been a building on the site. The property was a parking lot for Bumblebee Seafood. When #10 6th Street was there, many businesses of this type were housed on the waterfront. The City does not have developers beating down their doors for tourist-oriented areas and this would provide a service that is definitely needed in the community. The public parking has always been on the south side of this property and was marked at one time. So, he had no problems with the location of the public parking.

Vice President Fitzpatrick added that he shared the concern about putting a professional medical office in a tourist-oriented zone. However, he agreed with Commissioner Herman and President Easom. Part of Astoria's appeal is that it is a working town. There are several businesses with loading zones along the water and tourists will stop to watch the trucks as they back in to those loading zones. He did not believe this was a reason to deny the application. Patients appreciate having a dialysis facility in Astoria and he agreed this clinic would benefit Astorians. Therefore, he was in favor of approving the application.

Mr. Trabucco requested that the public hearing be re-opened.

President Easom reopened the public hearing.

Mr. Beatty stated another reason the clinic would like to expand is because they received 66 visitors in the last summer months. If they are unable to expand, the clinic will have to turn some of those visitors away because they just do not have the room. He understood the focus was on tourism, but they believed the clinic helped with tourism a little bit by providing a service for the visitors. They also provide dialysis to cruise ship visitors. Last summer was the clinic's best summer and they predict more visitors in the future. He confirmed visitors were not patients.

Mr. Trabucco added that in the last seven years, he had not received one inquiry relative to the site having to do with any tourist-oriented use. All of the inquiries have been from financial services or medical services. He had

some very exciting plans around the corner that would continue to expand tourist oriented uses that would create more parking problems. He feared the Arby's on the south side because he would no longer be able to control it. He also feared the city would end up with a strip mall with T-mobile and Verizon that speak to the tourist-oriented retail because people can walk to them from the Riverwalk. The proposed building will be handsome. He understood that this Commission was not the Historic Landmarks Commission. The intent is a nod to number 10 with shiplap siding that looked exactly the same as the reveals on number 10. The windows would be wooden and the columns would be a nod to Fisher Brothers, which is a concrete building, and a reflection of the nice job done on the cancer center. The loading truck will be on site once a week and will rarely be a 53-foot truck. He has more 53-foot trucks coming into the site now because they are parking to go to McDonalds. The trucks stay on site over night because there's no place for the 53-foot trucks to park. He has not let the Commission down in terms of addressing old buildings in any construction he's been involved in. He hoped the Commission would give him an opportunity to build another building.

Commissioner Herman asked for clarification about the Commission's ability to require landscaping features. Planner Ferber explained that the Planning Commission has the option to require additional parking and landscaping for all conditional use permits. In this case, because the lot is a hard surface parking lot, a planter box might be a nice addition depending on the final landscaping plan. The Commission is welcome to add additional conditions or recommendations.

Commissioner Herman said she understood the site was still in flux and the layout was not yet final. Some furnishing by the public parking spaces might help with wayfinding. Mr. Trabucco explained that several of the parking spots immediately adjacent to the Riverwalk could be made available to the public in exchange for some of the Buoy Beer employee parking spots that are located elsewhere on the lot.

President Easom closed the public hearing.

Commissioner Moore believed it was important for the Commission to realize they should not consider proposals that do not exist. The Commission only needs to worry about what is currently in front of them. He continued to have reservations about the zoning, which exists for tourism. However, he was intrigued that tourists who come to Astoria may benefit from the proposed use. Weighing the potential economic value this project could provide against any economic value lost by not developing a tourist-oriented section of the city toward tourism is important. He was still on the fence and the Commission seemed all over the place.

Commissioner Herman added that the site is at the very corner of the S2-A zone.

Commissioner Cameron-Lattek said the corner was not the most beautiful area of the S2-A zone and the proposal would result in a visually appealing development. The tourism industry does not really need a lot of help right now in terms of economic development support. As part of Advance Astoria, the City has stated it wants to put more energy behind the healthcare industry and support family wage jobs and services for local Astorians. Those considerations make her feel comfortable with a proposal like this one.

President Easom said the 66 visitors came with other people. And it is possible that they came to Astoria because the city had the clinic.

Commissioner Moore agreed with Vice President Fitzpatrick that a loading zone on the Riverwalk did not turn him off to the plan. However, he was uncomfortable with semis driving across the Riverwalk. He was led to believe by the Staff report that driving across the Riverwalk was not allowed. He wanted to ensure that the loading zone conformed to all of Public Works and Engineering requirements and meets all of the Codes.

Commissioner Cameron-Lattek stated Condition of Approval 12 requires the updated landscaping plan to include a buffer between every 20 parking spaces. She believed the buffer should be between every 10 parking spaces. Planner Ferber explained that a landscaping buffer was required for every 10 parking spaces if the lot contains 20 parking spaces or more. She agreed the condition was poorly worded.

Commissioner Mitchell said making a motion was complicated because there is a list of recommendations that were not complete at the time the Staff report was written. She asked Staff to list which recommendations needed to be included in motion.

Commissioner Henri stated that some of the items would have to be handled.

Planner Ferber explained that things like parking and off-site maneuvering would be reviewed by Public Works when a building permit is submitted, so the findings in this Staff report are just to get through the conditional use permitting process. All access, maneuvering, storm water management, and landscaping issues would have to be addressed before a building permit would be granted. Other aspects of the project might be reviewed by the HLC as well. However, the Commission is welcome to add, delete, or reword the findings for the conditional use permit.

Commissioner Mitchell said she understood.

Vice President Fitzpatrick moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-13 by Chester Trabucco; seconded by Commissioner Mitchell. Motion passed 6 to 1. Ayes: President Easom, Vice President Fitzpatrick, Commissioners Moore Henri, Cameron-Lattek, and Mitchell. Nays: Commissioner Herman.

Vice President Fitzpatrick confirmed the roof would be a parapet roof.

Commissioner Moore thanked the Commission for a vibrant discussion. His opinion was swayed by feedback from fellow Commissioners.

President Easom read the rules of appeal into the record.

President Easom called for a recess at 8:01 pm and reconvened the meeting at 8:08 pm.

ITEM 4(b):

CU17-14 Conditional Use CU17-14 by Stephan Eiter, WWHJ Holdings, LLC to locate light manufacturing in approximately 1,000 square feet of an existing vacant building at 1010 Duane St. in the C-4 Central Commercial zone.

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

Commissioner Moore declared that he met with some of the principal makers a few months ago to discuss an unrelated business matter. This would not affect his ability to decide the application on its merits.

Vice President Fitzpatrick declared that one of the principals is a tenant at a residential property that he owns. He has spoken with several of the maker space members for quite a while, working to see if the Armory would be a suitable location. He noted he served on the board of the Astoria Armory. He encouraged the members to pursue the business. Several years ago, he and the City Manager went to Portland to see how maker spaces worked in Portland and consider whether something like that would be feasible in Astoria. He believed he could be impartial on this application, but would be happy to recuse himself if the Commission preferred.

President Easom confirmed he had no issues with Vice President Fitzpatrick's ex parte contacts. He declared that he had discussed the maker space with the Applicants when they were considering another building. One of the Applicants is a tenant in a building he manages. One of his agents was their representative in purchasing this building. However, he believed he could be impartial to the application.

Commissioner Mitchell declared that she served on the board of the Harbor.

President Easom asked Staff to present the Staff report.

Planner Ferber reviewed the written Staff report. She noted the Staff report would be corrected to state the space was 10,000 square feet, not 1,000 square feet. Last week, the HLC approved the Applicants exterior alteration request to install a garage door. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

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

Steff Eiter, 1684 Franklin Ave., Astoria, said the main use of the building would be for a maker's space, which is a creative place for artists, technicians, or whoever to come to a facility that houses machines, offers classes, and collaborative working spaces. The maker's space allows members to create things they could not make in their home or garage. The building will have a variety of machines that would be cost prohibitive for most people, like laser cutters, three-dimensional makers, and routers. Half of the first floor contains Frank's Barber Shop, which will be a tenant for life. The other half of the first floor and the basement will be the maker space. The second floor will have a community room and studio art spaces that will be rented out. Artists who rent studio space will be able to use the maker space. He wanted the building to be a hub of activity and creativity. That section of Duane Street is quiet. He had considered spaces near the Reach Break triangle, but they were all cost prohibitive. So he was happy to learn of the Harbor building before it went on sale. He has purchased the building and is now trying to move forward with the maker space. The classes will be educational and the second floor will be used for public events. A retail space will allow people who create stuff in the maker space to sell items during the Second Saturday Art Walk. A gallery space will allow people to put their items on exhibit.

Glen Herman, 1432 Franklin Ave., Number 5, Astoria, said the business has enormous opportunities to partner with the public library, Clatsop Community College, high schools, and many other organizations in the area.

Mr. Eiter understood parking was always a concern and the Staff report indicated there were a couple of other issues. So, he was happy to answer any questions.

Commissioner Henri asked if the Applicants were still doing tiny houses and if they were part of this Application.

Mr. Eiter said small houses were part of the umbrella company. Small houses would not be built in the maker space. The company helps developers come up with plans and designs. Maker's spaces allow people to create things that were traditionally built behind closed doors and help people help themselves. Instead of having a factory in town that does all of these products and everyone works at, the maker space allows many people in many towns to create all parts of things and bring them together to get processed or sent out. The business will help people learn how to make stuff and work with business models.

Commissioner Moore asked how many full time equivalent staff would be on site and how many members were expected on the property.

Mr. Eiter said currently, the business currently has five full time employees who all live within blocks of the building and would likely walk to work. They are planning for 60 members and expect 10 to 12 people in the shop at any one time. He has already discussed parking with the City. The business would rent parking space by the Charter building. Planner Ferber has pointed out a couple other lots. The private lot directly across the street and the lot with the food carts could be considered for parking. Theoretically, he would have no more than five businesses in the same building. He would like to find five to eight parking spots and increase the parking as needed. When the residences are complete in the Merwyn, more parking will be needed in the area. As his company grows, parking could be added. He has already located seven parking spots that the City says are vacant. So, if the maker space needs those spaces, they can get them.

Commissioner Herman asked what products the Applicants were making for the Cannery Pier Hotel and other businesses. Mr. Eiter said they made all of the bed frames for the Cannery Pier Hotel. They are also working on projects for Fort George, Buoy Beer, and Cider Works.

Commissioner Herman said she believed cyclists would ride bikes to the business. She asked what size the bike racks would be. Mr. Eiter said he was not sure if the green poles were considered bike racks or bike locks. Planner Ferber explained that the City had a couple of bike lockers, which are all currently being utilized. The standard is a circular green rack like the one outside City Hall. The City recommends these racks because maintain consistency in town. However, if the Applicant wanted to manufacture a unique bike rack they could, but, it might count as signage or advertising. The main requirements for bike racks is that they must be permanently bolted to the ground. The bike lockers each hold two bikes.

Mr. Eiter said the property had 94 feet of lineal footage on the front of the building and 45 feet on the barber shop side of the building. He would be happy to install some of the green posts. He would rather have people bike to the building regardless of the rain. He is part of the historic preservation program at the college and would be willing to create something if the HLC would allow it. Keeping things consistent and in line with the look and feel is important. He has been striving to make the building look better.

Commissioner Mitchell asked if the maker's space would have a kiln. Mr. Eiter said yes, the basement will include a full ceramic studio. They have received a lot of input from the community and have tried to incorporate what people want as much as possible.

Planner Ferber asked if the garbage enclosure would be within the existing footprint. Mr. Eiter explained that for now, the garbage would be kept inside. The barber shop takes care of their own garbage, which is very little. About 40 trash cans came with the building when it was purchased and he needed to talk to Recology about how they pick up trash. Most of their waste would be small scraps of wood, which can be maintained inside.

Mr. Herman added that the building's footprint covers the entire property. Therefore, a lot of reuse and recycling would be done. The garbage would be kept inside the building until trash day.

Mr. Eiter said they could also take the trash to Recology instead of waiting for it to be picked up. They might also consider leasing lot space.

President Easom called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he called for closing comments of Staff. There were none. He closed the public hearing and called for Commission discussion and deliberation.

Vice President Fitzpatrick said he liked the application and the idea of having a maker space downtown. Downtown seemed to be a more favorable location than at the Astoria Armory. One of the recommendations was that the Planning Commission determine the number of parking spaces required to protect the interests of the surrounding properties and city as a whole. He was not sure what that number should be. Most of the people who use the maker space in Portland ride bicycles or walk. He believed that once the Waldorf was restored there would be many pedestrians walking back and forth across the street. He was in favor of the application.

Commissioner Cameron-Latteck stated she was in favor of the application and believed four to eight parking spaces would be fine. Parking needs would increase with housing right across the street and people would come to Astoria from out of town to attend events at the maker space.

Commissioner Herman said she was excited about the proposal and the creative energy being put into the building. She was glad the Applicants were renovating an existing building that has not looked great for a number of years. Her only concern was parking because the Merwyn would be developed in a couple of years. She was in favor of requiring some parking spaces.

Commissioner Moore stated he was strongly in favor of this application and definitely believed the Commission should require some parking. The Merwyn will utilize all of the parking in the area, so the Applicant and the downtown area are better off with the maker space having parking from the start. He recommended at least four parking spaces.

Commissioner Mitchell said her only concern was parking as well. She was delighted about the project, but wanted to know if there were any available parking spots in the below grade parking lot. Parking probably would not be an issue for the first year, but possibly by the third year. She preferred to allow the Applicants to add parking as the business grows but was not sure if that would be possible.

Commissioner Henri stated she was in favor of the application. The maker space would be an incredible asset to the community. She believed parking would only be an issue during the tourist season because tourism relies on people who drive to Astoria.

President Easom said he was in favor of the application without parking requirements.

Commissioner Moore moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-14 by Stephan Eiter, WWHJ Holdings, LLC, with the following additional condition of approval:

- Four parking spaces are required.

Seconded by Commissioner Cameron-Lattek.

Vice President Fitzpatrick asked if the parking could be reviewed by the City annually. Planner Ferber said she would ask the City Attorney. Only temporary conditional use permits are reviewed annually. She recommended if requiring parking, the Commission stipulate that a certain number of parking spaces were required within the next five years.

Commissioner Cameron-Lattek believed four spaces in the first year was more than necessary.

Commissioner Herman stated four spaces sounded good, but she would also support a first year review to make sure there was enough parking space. The Merwyn would be renovated in two or three years and hopefully the maker's space would have a better sense of how much parking they would need.

Planner Ferber suggested the option of amending the permit after it is approved. If the Commission approved this permit without parking requirements or with a specific number of parking spaces required, an amendment could require a one-year review.

Commissioner Mitchell asked if requiring eight parking spaces within two or three years would be more appropriate, considering the Merwyn's timeframe. Planner Ferber said that would be up to the Commission, but it is an option. The City cannot project what will or will not happen with the Merwyn, but Article 11 requires the Commission to consider this project's overall impact to the area as a whole, which is in an area being revitalized. Vice President Fitzpatrick stated he would be in favor of four spaces initially, but was concerned about the parking situation three to five years from now.

Commissioner Herman asked if the City required Fort George to have parking. Planner Ferber explained the City does not require parking for Fort George because they are in a C-4 zone. However, they do have a small private parking lot on the north side of Duane Street, and parking at the back of their building, by Fernhill Glass.

Commissioner Mitchell added that Fort George has 90 employees. Planner Ferber noted that Fort George also has a unique bike program that incentivizes their employees to bike to work.

President Easom reopened the public hearing.

Mr. Eiter said he would be happy to keep the City informed about how their membership increases over time. The maker's space will not be open for another six months, so four parking spaces are not an immediate need. He suggested X number of parking spaces per X number of members.

President Easom closed the public hearing.

Commissioner Moore amended his motion that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU17-14 by Stephan Eiter, WWHJ Holdings, LLC, with the following additional condition of approval:

- Four parking spaces shall be acquired within two years

Seconded by Commissioner Cameron-Lattek. Motion passed unanimously.

President Easom read the rules of appeal into the record.

ITEM 4(c):

V17-02

Sign Variance V17-02 by Stephan Eiter, WWHJ Holdings, LLC from a maximum of 15 square feet projecting sign to install a 36 square foot sign on the SW corner of the building, and from the maximum of 64 feet allowed at the site to 74.5 feet for wall signage at 1010 Duane St. in the C-4 Central Commercial zone.

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

Commissioner Moore declared that he met with the principles of the maker's space earlier in the year on an unrelated business matter, but this would not affect his ability to be objective.

Vice President Fitzpatrick declared that one of the principles is a tenant in a residential building he owns. He believed he could be impartial.

President Easom declared he had dealt with the Applicant on various business matters and with regard to a maker space, but this would affect his vote.

President Easom 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 conditions listed in the Staff report.

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

Mr. Eiter, 1684 Franklin Ave., Astoria, stated he wanted to replicate what the original Van Dusen building had on it. Historically, the building had signs on the Duane Street side and above what is now the parking lot for the Hildebrand building. Two of his signs would look similar to the sign on the Elliott Hotel. The projection sign would be reminiscent of the sign on the old drug store that was located in the corner of the building when it was first built. The sign would be similar to but of a smaller scale than the sign on the Liberty. He was happy to work with Planner Ferber on the designs. He was still trying to figure out how to illuminate the signs and the City has stipulations about down lighting and blinking lights. The signs would not be neon, but would have bulbs like the Liberty. He would build the signs and his contractor would build the frames and wall attachments, which would be made of steel. He shared a photograph of a sign and made copies available to Staff.

President Easom called for any testimony in favor of, impartial to, or opposed to the application. Hearing none, he called for closing comments of Staff.

Planner Ferber stated photographic evidence of a historic projecting sign at the site confirms that this proposal meets the criteria. Projecting signs are common downtown on the corners. She was confident about recommending approval.

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

Vice President Fitzpatrick said he did not disclose ex parte contact with the Applicant because he did not have any. However, he did have ex parte contact when his wife looked over his shoulder at a photograph and said, "Oooh, that's cool." From his front windows, he has a direct line of vision of the upper half of the building and will be able to see the sign from his home. He liked that the signs would be similar to the historic signs. He appreciated what the Applicants had done with the front of the building and it is great to see the building cleaned up. He would love to see the signs and was in favor of the request.

Commissioner Mitchells and Henri agreed with Vice President Fitzpatrick.

Commissioner Cameron-Lattek believed the signs were consistent with the size and style of the building.

Commissioner Herman said she loved the signs.

Commissioner Moore stated he had no objections.

President Easom said he was in favor of the request.

Commissioner Mitchell moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Sign Variance V17-02 by Stephan Eiter, WWHJ Holdings, LLC; seconded by Commissioner Henri. Motion passed unanimously.

President Easom read the rules of appeal into the record.

Vice President Fitzpatrick asked if the Applicant had repaired the roof leaks.

Mr. Eiter said the roof was patched on the Tuesday before it started to pour.

REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Moore explained that during discussions on the Astoria Warming Center he was troubled that the Development Code did not contain any language regarding the types of services provided by the warming center. He made hand outs available at the dais of draft Code language that he wrote defining an emergency warming center, sets specific conditional uses for an emergency warming center, and specifies zones he believed were appropriate for such a facility. He recommended the Commission discuss this in a work session and have Staff ensure that any of the Commission's recommendations are legal. He suggested the Commission make a recommendation that City Council adopt something similar to his draft. The new Code language would give the Commission direction on where it would be appropriate to locate a shelter and codify any commitment that a shelter presented to the Commission. Holding the warming center accountable to its commitment to the City would make the center operate better and make it more appropriate in its location.

President Easom said he believed Astoria needed Code language regarding warming centers.

Commission Action: Commissioner Moore moved that the Astoria Planning Commission direct Staff to review the draft Code language on emergency warming centers and schedule a work session to discuss Code amendments.

Commissioner Mitchell asked if the draft was equivalent to the commitment made by the existing warming center.

Commissioner Moore said every part of his draft could be rewritten at the work session. He used language from the existing commitment and other emergency shelter agreements.

Commissioner Mitchell stated she attended a training session at the warming center, which now has paid staff paired with volunteers at the facility every night they are open. They are taking the commitment seriously and reinforce their rules with the guests.

Motion seconded by Commissioner Henri.

Planner Ferber confirmed she was unable to guarantee a timeline for this project because of Staff's current work load and efforts to hire a new Director.

Motion passed unanimously.

Commissioner Mitchell recommended 20 minutes educational sessions be added to the agenda of future meetings for the Commissioners who are new ~~and have not lived in Astoria all their lives~~. She made handouts available listing some suggested topics.

Commissioners and Staff shared their support and discussed the best way to schedule and conduct the sessions. They also discussed which topics would be best. All agreed that the Commission should wait for a new Director to be hired, given Staff's current work load.

STAFF UPDATES: There were none.

MISCELLANEOUS:

Item 7(a): Welcome Joan Herman to the Astoria Planning Commission

No discussion.

Item 7(b): Review Meeting Schedule Changes for December and January

Planner Ferber updated the Commission on the following:

- The December meeting has been canceled, as there was nothing on the agenda.
- Special Planning Commission Meeting - second week of January
- Regular Planning Commission Meeting - January 23, 2018
- New Commissioner Training – January 20, 2018
- Boards and Commission Reception – December 18, 2017

PUBLIC COMMENTS:

Rick Culver, 3506 Harrison, Astoria, said his first issue was that the Astoria Planning Commission allowed the rezoning of a lot across the street from his house. Several years ago, the same person tried to readjust his lot lines to divide his property, but the Planning Commission denied his request. He and his neighbors received a letter and addressed the lack of off-street parking during the public hearing. Some of the properties were sold over the summer. The rezoning and lot line adjustments separated the garage from the house and the house no longer has off-street parking. Parking will be in front of his and a neighbor's house. The intersection of 35th and Harrison is dangerous and serves as a main route to Irving. There is a lot of traffic and tourism in the neighborhood now because of the movie houses, vacation homes, and short-term rentals. He did not know what the process was, but he never received another letter prior to the Commission approving the adjustment. He planned to go to Planner Ferber's office the next day to see exactly how the lot was divided and where the division was located. He asked if the City only sent one letter and if he was expected to attend every Planning Commission meeting to see if the issue was brought up again.

President Easom stated he could not recall this hearing, noting that he had been on the Commission for ~~two~~ three plus years. Mr. Culver said the hearing occurred within the last five years.

President Easom asked if the hearing was on a lot line adjustment. Mr. Culver stated he was not sure, but the property owner had to get a variance to readjust the lot lines and separate the garage from the house. He had been working out of town and this was the first opportunity he had to come to a meeting and ask about the process. His neighbor, John Jensen, recently came to the City and was told that nothing could be done about this. The Planning Commission created this mess by granting a variance or a lot line adjustment.

Planner Ferber said she was not familiar with the property. A zone change would be unusual. Mr. Culver stated the address was 822 and 824 35th Street. Planner Ferber said she would be happy to research and discuss the situation with Mr. Culver and suggested he set up an appointment.

Mr. Culver added that a new water meter was recently installed on the property directly across from his driveway. His side of the street would be affected by parking. An excavator was just moved on to the vacant lot. He needs to see how this situation was set up. His sidewalk is part of the landslide issues in east Astoria and is in poor shape. Construction equipment will be parking on the sidewalk and it will deteriorate more and more. He is responsible for the sidewalk in front of his house. He anticipates future parking issues coming up quick. He looked at the grading permits and no erosion controls have been set up yet. He did not know if that would be done before the excavating starts. He has already had to go over and clean out the storm sewer. There will be a lot of sediment going into the sewer from this construction, which he would address with the City as well.

Commissioner Henri said Mr. Culver could also call the Department of Environmental Quality (DEQ) if erosion control measures are not set up prior to breaking ground.

Mr. Culver said multiple lines in the area had been broken from land movement over the last several years. Some of the homes recently sold needed the sewer lines to the houses replaced. His house has slight land movement as well. He added that the flyers available in the kiosk at City Hall state that vacation rentals are only allowed in commercial zones. He has spoken at meetings about his residential neighborhood, which has several vacation homes. He knew the Planning Commission made the rules, but wanted to know who enforced the rules.

President Easom explained that Staff has been working on enforcement.

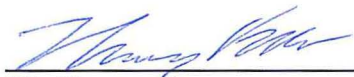
Planner Ferber reiterated that she was happy to talk with Mr. Culver about the difference between vacation rentals and short-term rentals, as well as code enforcement on specific properties.

Mr. Culver said the properties were not occupied all the time. People come and go and different people are there quite often. Astoria does not have enough volunteers because people do not live here anymore. He confirmed he would talk to the Planning Office in the morning.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:21 pm.

APPROVED:

A handwritten signature in blue ink, appearing to read "Mary Kohn", is written over a horizontal line.

City Planner

ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE

Astoria City Hall

October 24, 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 Brookley Henri.

Commissioners Excused: President David Pearson

Staff Present: Planner Nancy Ferber, City Engineer Jeff Harrington, and Police Sergeant Brian Aydt, Senior Engineering Technician Steve Ruggles, consultant Hannah Dankbar. 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 July 25, 2017 as presented, seconded by Commissioner Fitzpatrick. Motion passed unanimously.

PROJECT UPDATES:

Item 4(a): Public Works Updates

City Engineer Harrington and Sergeant Aydt updated the TSC on the following projects:

- Bond Street Retaining Wall – Sight distance improvements were made at the 2nd and 3rd Street intersections.
- 16th Street/Hwy. 30 Intersection – After discussing issues with Oregon Department of Transportation (ODOT), directional signs were installed.
- Coxcomb Hill – Chevron guidance signs were installed at the bank. Staff is working on installing a guardrail as well.
- Oregon House Bill 2597 on Distracted Driving – He handed out a fact sheet on the bill, noting that more copies were available in the lobby.

Item 4(b): Police Department Updates

Sergeant Aydt said the portable speed board had been placed in various locations according to citizens' requests. Some of the deployments have verified that drivers are speeding in certain areas.

NEW BUSINESS: There was none.

REPORTS OF OFFICERS/COMMISSIONERS: No reports.

PUBLIC COMMENT:

Lois Dupey read a memorandum she had written to the Traffic Safety Committee, noting she had testified about the same issue in February. (See attached letter) She read:

"To Whom It May Concern:

It has come to the attention of those of us who drive public service transport vehicles that there is an issue in the city of Astoria regarding safety at crosswalks. As most of you know, people have been killed in Astoria's crosswalks. In February of this year, I testified before this committee that the City's crosswalks are not in compliance with State law, in so far as the City allows parking within inches of them. I testified before you that there are many designated parking places so close to the crosswalks that it is literally impossible to see pedestrians because many vehicles are right on top of crosswalks. Several parking spots are only an inch or two away.

My main point in February was 'The good news is that there is an opportunity for the City of Astoria to bring its parking spaces next to crosswalks into compliance with State law before another catastrophe occurs and someone sues the City.' Although I was promised an answer on this seemingly important public safety and City liability issue, none was forthcoming. Moreover, although my testimony was clearly enunciated, neither my name, nor address, nor the main point, were made a part of the transcription service's text of the minutes you are paying a contractor to produce. This too, is a liability it would seem, both the City and the public. In the interim, I did verify with the State of Oregon Administrative Services Department that Oregon Administrative Code does in fact require that parking be at least 20 feet away from crosswalks and that allowing it closer is a violation of State law.

I have this recorded testimony from Ms. Dorothy Upton if you would care to access it.

Once again, on behalf of the public transport operators and all drivers and the public at large, we are seeking only that the crosswalks be brought into compliance with State law. As well, it may be a good idea to consider developing a public City safety board so that things like this can be more easily solved as it is easy to overlook them while attending to seemingly more urgent public safety issues.

Thank you for your attention."

Ms. Dupey noted her address was also included on the memorandum.

Commissioner Moore noted Ms. Dupey's name, address, and comments were transcribed into the February meeting minutes.

Commissioner Mitchell said she remembered when Ms. Dupey spoke in February and was aware of the crosswalk accidents that resulted in deaths. She thinks about the safety issues as she parks downtown because Astoria is an old city without adequate parking, particularly during tourist season. She believed the only way to solve this problem would be to remove eight parking spaces from each block downtown.

Commissioner Moore noted that at the July meeting, he requested an update from Staff on the required distance between parking spaces and crosswalks. He read from the minutes of the July meeting, which indicated that one of City Council's goals for this fiscal year was to evaluate the downtown parking supply and traffic safety issues, and that State standards are not enforced in many cities throughout Oregon. This is an ongoing issue that has not been discarded and the City continues to address this on multiple levels.

City Engineer Harrington updated the TSC on the City's efforts to address parking and safety issues downtown. Engineering Staff had confirmed that 132 parking spaces would need to be eliminated in the downtown area and they were still evaluating whether bus and taxi stops would need to be relocated. Staff was also updating signage indicating that vehicles above a certain height are prohibited from parking near certain crosswalks. He had spoken to traffic engineers in other cities, who said they were faced with the same issues. This is one of many City Council goals and he could recommend it be made a priority. He was amazed at how many Oregon Revised Statutes were not enforced. Along with the 20-foot rule, parking is required to be 50 feet away from every stop sign, which would eliminate many more parking spaces. Fire hydrant spacing requirements are enforced and Astoria has a low pedestrian crash rate.

Commissioner Mitchell stated that Astoria has many pedestrians. She did not believe that signage would help. In the summer, there are many people who are not familiar with what traffic does, so drivers must be very conservative on Commercial and Marine. She recommended a safe driving campaign.

Vice President Easom added that pedestrians will walk out in front of cars. Instead of paying attention to traffic, pedestrians will simply put out their hand, expecting drivers to stop within 10 feet of an intersection. Pedestrians are told that cars have to stop. However, there is not a reasonable amount of education going out to pedestrians about what it really takes for a vehicle to stop. He believed the issue should be addressed with both drivers and pedestrians. He also believed the 20-foot rule would be very difficult to accomplish in Astoria.

Commissioner Henri recommended flags be made available at intersections for pedestrians to carry across the crosswalk.

City Engineer Harrington confirmed that Astoria had already tried this, but tourists were taking selfies in the middle of the highway and flags were stolen. Drivers need to look out the front window and pedestrians need to be defensive. When both the driver and pedestrian fail to do the right thing, an unfortunate interaction occurs.

Sergeant Aydt confirmed the City had been working on sight distance and pedestrian problems for many years. When pedestrians have to walk 10 feet out into the crosswalk just to get past a parked car, it gives drivers the impression they have jumped out into the crosswalk.

City Engineer Harrington added that the State highway has the majority of violations. He also noted the 20-foot rule does not apply to marked parking spaces and recommended that City Council consider removing the markings downtown.

Ms. Dupey said she was glad that TSC confirmed the 20-foot rule was law and that Staff recommended the City address the issues. If someone is killed in a crosswalk, they could bankrupt the City. Public transport operators drive throughout the city every day and they cannot see pedestrians. Cruise ship visitors do not care to pay attention and they jump out into traffic. She believed it was just a matter of time before one of them was killed. She requested that her written memorandum be made a part of the minutes.

ADJOURNMENT:

There being no further business, the meeting was adjourned to convene the Planning Commission Meeting at 7:09 pm.

ATTEST:


Secretary

APPROVED:


City Planner

MEMORANDUM

TO: ASTORIA CITY COUNCIL PLANNING COMMISSION/ SAFETY COMMITTEE

FROM: LOIS DUPEY

DATE: OCTOBER 24, 2017

TO WHOM IT MAY CONCERN,

IT HAS COME TO THE ATTENTION OF THOSE OF US DRIVING PUBLIC SERVICE TRANSPORT VEHICLES, THAT THERE IS AN ISSUE IN THE CITY OF ASTORIA REGARDING SAFETY AT CROSSWALKS:

AS MOST OF YOU KNOW, PEOPLE HAVE BEEN KILLED IN ASTORIA'S CROSSWALKS.

IN FEBRUARY OF THIS YEAR, I TESTIFIED BEFORE THIS COMMITTEE, THAT THE CITY'S CROSSWALKS ARE NOT IN COMPLIANCE WITH STATE LAW, IN SO FAR AS THE CITY ALLOWS PARKING WITHIN INCHES OF THEM. I TESTIFIED BEFORE YOU THAT THERE ARE MANY DESIGNATED PARKING PLACES SO CLOSE TO THE CROSSWALKS THAT IT IS LITERALLY IMPOSSIBLE TO SEE PEDESTRIANS, BECAUSE MANY VEHICLES ARE RIGHT ON TOP OF CROSSWALKS. SEVERAL PARKING SPOTS ARE ONLY AN INCH OR TWO AWAY.

MY MAIN POINT IN FEBRUARY WAS: "THE GOOD NEWS IS THAT THERE IS AN OPPORTUNITY FOR THE CITY OF ASTORIA TO BRING ITS PARKING SPACES NEXT TO CROSSWALKS INTO COMPLIANCE WITH STATE LAW, BEFORE ANOTHER CATASTROPHE OCCURS, AND SOMEONE SUES THE CITY."

ALTHOUGH I WAS PROMISED AN ANSWER ON THIS SEEMINGLY IMPORTANT PUBLIC SAFETY (AND CITY LIABILITY) ISSUE, NONE WAS FORTHCOMING. MOREOVER, ALTHOUGH MY TESTIMONY WAS CLEARLY ENUNCIATED, NEITHER MY NAME, NOR ADDRESS, NOR THE MAIN POINT WERE MADE A PART OF THE TRANSCRIPTION SERVICE TEXT OF THE MINUTES YOU ARE PAYING A CONTRACTOR TO PRODUCE. (THIS TOO IS A LIABILITY, IT WOULD SEEM.)

IN THE INTERIM, I DID VERIFY WITH THE STATE OF OREGON ADMINISTRATIVE SERVICES DEPARTMENT THAT OREGON ADMINISTRATIVE CODE DOES IN FACT REQUIRE THAT PARKING BE AT LEAST 20 FEET AWAY FROM CROSSWALKS, AND THAT ALLOWING IT CLOSER IS A VIOLATION OF STATE LAW. I HAVE THIS RECORDED TESTIMONY FROM MS. "DOROTHY UPTON", IF YOU WOULD CARE TO ACCESS IT.

ONCE AGAIN, ON BEHALF OF THE PUBLIC TRANSPORT OPERATORS, AND ALL DRIVERS, AND THE PUBLIC AT LARGE, WE ARE SEEKING ONLY THAT THE CROSSWALKS BE BROUGHT INTO COMPLIANCE WITH LAW.

AS WELL, IT MAY BE A GOOD IDEA TO CONSIDER DEVELOPING A PUBLIC/CITY SAFETY BOARD, SO THAT THINGS LIKE THIS CAN BE MORE EASILY SOLVED, AS IT IS EASY TO OVERLOOK THEM WHILE ATTENDING TO SEEMINGLY MORE URGENT PUBLIC SAFETY ISSUES.

THANK YOU FOR YOUR ATTENTION. PLEASE RESPOND TO THIS REQUEST AT: P.O. BOX 1282, ASTORIA.

LOIS J. DUPEY/

TRANSPORTATION SERVICES VEHICLE OPERATOR

CC: MAYOR OF ASTORIA

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers
December 19, 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: President LJ Gunderson, Commissioners Mac Burns, Kevin McHone, and Katie Rathmell.

Commissioners Excused: Vice President Michelle Dieffenbach and Commissioners Jack Osterberg and Paul Caruana.

Staff Present: Planner Nancy Ferber. 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 of November 21, 2017. There were none.

Commissioner Burns moved that the Historic Landmarks Commission (HLC) approve the minutes of November 21, 2017 as presented; seconded by Commissioner Rathmell. Motion passed unanimously. Ayes: President Gunderson, Commissioners Burns, 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):

NC17-04 New Construction NC17-04 by Zoe Fenton to construct a new single family dwelling adjacent to historic structures at 2609 Irving Avenue in the R-2 Medium Density Residential zone. This was continued from the November 21, 2017 meeting.

Planner Ferber stated the Applicant was still not ready to present the final plans and has requested that the hearing be continued to April 17, 2018.

Commissioner McHone moved that the Historic Landmarks Commission (HLC) continue the public hearing for New Construction NC17-04 by Zoe Fenton to April 17, 2018; seconded by Commissioner Burns. Motion passed unanimously.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5:

There were none.

STAFF UPDATES – ITEM 6:

Planner Ferber noted that the next HLC meeting would be rescheduled to Wednesday, January 17, 2018. The time is yet to be determined.

MISCELLANEOUS – ITEM 7:

There were none.

PUBLIC COMMENTS – ITEM 8:

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:20 p.m.

APPROVED:

A handwritten signature in black ink, appearing to read "Theresa K...", is written over a horizontal line.


City Planner



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: FEBRUARY 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH ODOT FOR
UNIONTOWN TGM GRANT

BACKGROUND

In 2016 the City applied for a planning grant from ODOT for the improvement of the Uniontown area titled "Uniontown Reborn, Creating a Great Pacific Northwest Gateway to Astoria". The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development. This TGM grant is financed with federal Fixing America's Surface Transportation Act ("FAST Act") funds.

DISCUSSION/ANALYSIS

If the Council approves the IGA, the work will begin this month and run through May 30, 2019. The total grant amount is \$203,300, which will be used to contract with the engineering and planning firm CH2M. While the City has no cash match obligation, the "soft" match provided by City staff and volunteers is \$27,723, or 12% of the total project cost.

The purpose of the study is to:

1. Provide a design concept for the West Marine Drive.
2. Improve traffic safety for all modes including bikes and pedestrians.
3. Encourage private investment in the Astor West Urban Renewal Area.
4. Support transit service by the Sunset Empire Transit District.
5. Lay the groundwork for engineering and construction of streetscape and gateway improvements.
6. Reviewing zoning code requirements and the impact on development in the area.

Staff has met with ODOT and CH2M personnel to develop the scope of work. The scope of work is attached as an addendum to the IGA. The City Attorney has reviewed the IGA and has approved it as to form.

RECOMMENDATION

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

By: 
Mike Morgan,
Interim Planner

INTERGOVERNMENTAL AGREEMENT

City of Astoria, Uniontown Reborn Master Plan

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and the City of Astoria ("City" or "Grantee").

RECITALS

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with federal Fixing America's Surface Transportation Act ("FAST Act") funds. Local funds are used as match for FAST Act funds.
4. By authority granted in Oregon Revised Statutes ("ORS") 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. City has been awarded a TGM Grant which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

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

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.

B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.

C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs. Any jurisdiction or metropolitan planning organization that has federally approved indirect cost plans may treat such indirect costs as Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit D incurred by City and Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance disbursed under this Agreement, which consists of the City's Amount and the Consultant's Amount.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. “Total Project Costs” means the total amount of money required to complete the Project.

N. “Work Product” has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on May 30, 2019 (“Termination Date”).

B. Grant Amount. The Grant Amount shall not exceed \$203,300.

C. City's Amount. The City's Amount shall not exceed \$0.

D. Consultant's Amount. The Consultant's Amount shall not exceed \$203,300.

E. City's Matching Amount. The City's Matching Amount is \$27,723 or 12% of the Total Project Costs.

SECTION 3. CITY'S MATCHING AMOUNT

A. Subject to submission by City of such documentation of costs and progress on the Project (including deliverables) as are satisfactory to ODOT, the City may be reimbursed by ODOT for, or may use as part of the City's Matching Amount, as the case may be, only Direct Project Costs that are Federally Eligible Costs that City incurs after the execution of this Agreement up to the City's Amount. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred.

B. City shall present cost reports, progress reports, and deliverables to ODOT's Contract Administrator no less than every other month. City shall submit cost reports for 100% of City's Federally Eligible Costs.

C. ODOT shall make interim payments to City for deliverables identified as being City's responsibility in the approved statement of work set out in Exhibit A within 45 days of satisfactory completion (as determined by ODOT's Contract Administrator) of such deliverables.

D. ODOT reserves the right to withhold payment equal to ten percent (10%) of each disbursement until 45 days after ODOT's Contract Administrator's approval of the

completion report described Section 5.K(2), at which time the balance due to City under this Agreement shall be payable.

E. Within 45 days after the latter of the Termination Date of this Agreement or City's compliance with Section 5.K. below, ODOT shall pay to City the balance due under this Agreement.

F. ODOT shall limit use, as part of the City's Matching Amount, travel expenses in accordance with current State of Oregon Accounting Manual, General Travel Rules, effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

A. City represents and warrants to ODOT as follows:

1. It is a municipality duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. As federal funds are involved in this Grant, Exhibit E sets forth information required by 2 CFR Subtitle B with guidance at 2 CFR Part 200, and City, by execution of this Agreement, makes the certifications set forth in Exhibits B and C. For purposes of the certifications in Exhibits B and C, references to "Contractor" shall be deemed references to City.

C. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. All employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with the ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

I. (1) All of City's work product related to the Project that results from this Agreement ("Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark,

trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public.

(3) City shall ensure that any work products produced pursuant to this Agreement include the following statement:

“This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by the federal Fixing America’s Surface Transportation Act (“FAST Act”), local government, and State of Oregon funds.

“The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

(4) The Oregon Department of Land Conservation and Development and ODOT may each display appropriate products on its “home page”.

J. Single Audit Act Requirements. The TGM Program receives FAST Act grant funds through the Catalog of Federal Domestic Assistance (“CFDA”) No. 20.205: Highway Planning and Construction and is subject to the regulations of the U.S. Department of Transportation (“USDOT”). City is a sub-recipient.

(1) Subrecipients receiving federal funds in excess of \$750,000 in the subrecipient’s fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Grantee, if subject to this requirement, shall at its own expense submit to ODOT a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to ODOT the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of the Grantee responsible for the financial management of funds received under this Agreement.

(2) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Grantee did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs

for performance of that audit shall not be charged to the grant received under this Agreement.

(3) The Grantee shall save, protect and hold harmless ODOT from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Grantee acknowledges and agrees that any audit costs incurred by the Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Grantee and the State of Oregon.

Exhibit E sets out the information required by 2 CFR 200.331(a)(1). Records must be available as provided in Section 5.H. above.

K. Unless otherwise specified in Exhibit A, City shall submit all final products produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

- (1) two hard copies; and
- (2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall

- (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3.A to substitute for an equal amount of the federal FAST Act funds used for the Project or use such funds as matching funds; and
- (2) provide to ODOT's Contract Administrator, in a format provided by ODOT, a completion report. This completion report shall contain:
 - (a) The permanent location of Project records (which may be subject to audit);
 - (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount; and
 - (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to accomplish the work described in Exhibit A as being the responsibility of the Consultant. In such a case, even though ODOT, rather than City is the party to the PSK with the Consultant, ODOT and City agree that as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- D. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator and the Consultant on all matters dealing with the Project;
 - (2) monitor the work of the Consultant and coordinate the work of the Consultant with ODOT's Contract Administrator and City personnel, as necessary;
 - (3) review any deliverables produced by the Consultant and communicate any concerns it may have to ODOT's Contract Administrator; and
 - (4) review disbursement requests and advise ODOT's Contract Administrator regarding payments to Consultant.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. [Reserved]
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will

participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.

D. If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties. ODOT may terminate this Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT under, but not limited to, any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 days of receipt of written notice or the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the case of termination pursuant to A, B, C or D above, ODOT shall have any remedy at law or in equity, including but not limited to termination of any further

disbursements hereunder. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this

paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

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

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on

all parties, notwithstanding that all parties are not signatories to the same counterpart.
Each copy of this Agreement so executed shall constitute an original.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City

City of Astoria

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through
its Department of Transportation

By: _____
Jerri Bohard, Division Administrator or
designee
Transportation Development Division

Date: _____

ATTORNEY GENERAL'S OFFICE

Approved as to legal sufficiency by the
Attorney General's office.

By: Cynthia Byrnes
(Official's Signature)

Date: via e-mail dated February 5, 2018

Contact Names:

Mike Morgan
City of Astoria
1095 Duane Street
Astoria, OR 97103
Phone:
Fax: 503-338-6538
E-Mail: mmorgan@astoria.or.us

David Helton, Contract Administrator
Transportation and Growth Management Program
644 A Street
Springfield, OR 97477
Phone: 541-726-2545
Fax: 541-744-8088
E-Mail: David.I.Helton@odot.state.or.us

STATEMENT of WORK and DELIVERY SCHEDULE
for
TGM 2A-16
City of Astoria
Uniontown Reborn Master Plan

Acronyms and Definitions

Agency or ODOT	Oregon Department of Transportation
Alternatives Booklet	Land Use Alternatives and Transportation System Options Booklet
APM	Agency Project Manager
City	City of Astoria
HCM	Highway Capacity Manual
LOS	Level of Service
Preferred Plan Booklet	Preferred Land Use Alternative and Public Improvement Plan Booklet
Project*	Uniontown Reborn Master Plan development
SAC	Stakeholder Advisory Committee
Services*	Uniontown Reborn Master Plan development
TAC	Technical Advisory Committee
TPAU	ODOT's Transportation Planning Analysis Unit
TSP	Transportation System Plan
V/C	Volume to Capacity

***Note: Project and Services both mean the Uniontown Reborn Master Plan development.**
The Uniontown Reborn Master Plan is a deliverable resulting from the Project or Services.

Name: Address: Phone: Fax: Email:	Agency's Project Manager ("APM") for the WOC David Helton, ODOT TGM Program 2080 Laura Street Springfield, OR 97477 (541) 726-2545 (541) 726-2509 David.i.helton@odot.state.or.us	Name: Address: Phone: Email:	Consultant's Project Manager ("PM") for the WOC C. Scott Richman, CH2M 2020 SW Fourth Avenue, Suite 300 Portland, OR 97201 (503) 872-4747 x24747 Scott.richman@ch2m.com
Name: Phone: Email:	Contract Administrator for the WOC David Helton (541) 726-2545 David.i.helton@odot.state.or.us		
Name: Address: Phone: Email:	Local Project Manager Mike Morgan, City of Astoria 1095 Duane Street Astoria, OR 97103 (503) 338-5183 mmorgan@astoria.or.us		

Agency may change the APM designation by promptly sending written notice (e-mail notice or electronic amendment acceptable) to Consultant, with a copy to ODOT Procurement Office. Changes to Agency's WOC Administrator must be done by amendment or electronic amendment. Any changes to Consultant's Project Manager must be approved in writing (e-mail acceptable) by Agency. Consultant shall provide written notice (email acceptable) to Agency of any changes to Consultant's other contacts for this WOC.

PROJECT DESCRIPTION and OVERVIEW of SERVICES

Agency has entered into the PSK with Consultant to provide services to the Project as described in this Exhibit A. Agency is contracting with Consultant for Services, which include development of a master plan for improvements to the City of Astoria's Uniontown neighborhood western entrance improvements. The master plan resulting from the Services is the "Uniontown Reborn Master Plan." All obligations of the City as stated in this WOC #6 are restatements of the City's obligations to Agency as stated in the Intergovernmental Agreement #32484 between City and Agency.

Project Purpose and Transportation Relationship and Benefit

The Project purpose is captured by City's subtitle for the Project: "Creating a Great Pacific Northwest Gateway to Astoria." The Uniontown Reborn Master Plan must develop a unifying vision for Uniontown and adjacent lands to maintain the area's distinct historic aesthetic, coordinate land use and transportation improvements, and identify economic opportunities. Services include recommendation of changes to City's plan designations, zoning and land use regulations, and development of design standards to encourage pedestrian-friendly, transit-friendly development and redevelopment. Services also include development of a set of recommended public investments to support the vision and planned land uses, including investments in the transportation system to support multiple modes of travel. A key focus of the Services is the creation of alternative street design cross sections within the right-of-way on West Marine Drive in the City to better accommodate and encourage use of walkways, bikeways, and transit.

Study Area

The Uniontown Reborn Master Plan focus area ("Study Area") is the portion of West Marine Drive from Smith Point to Bond Street in the City. The Study Area includes land adjacent to West Marine Drive as well as land to the north that is designated for commercial, industrial, and mixed-use development. Consultant shall consider improvement of connections between West Marine Drive and residential areas to the south, but must not address land use in this residential area beyond the homes adjacent to West Marine Drive. The Study Area is shown in Figure 1.

Figure 1: Study Area



UNIONTOWN REBORN: Creating a Great Pacific Northwest Gateway to Astoria

Background

Lying in the northwest corner of the City of Astoria on the Columbia River, the Uniontown neighborhood serves as a gateway for visitors to Astoria and as an important center for industrial and commercial activity. The Uniontown neighborhood is the location of the Astoria Megler Bridge, which brings visitors across the Columbia from Washington, and the New Young's Bay Bridge which brings visitors from the coast. The waterfront portion of the Study Area is dominated by Port of Astoria facilities, including Piers 1-3, the West Basin Marina, and Port offices. Several hotels are also located on the waterfront,

The Uniontown neighborhood also has historic significance in the region. The Study Area includes a portion of the Uniontown-Alameda Historic District. The area was noted for thriving canneries and other seafood-related commercial activities during the 1875 to 1949 period, its role in commerce and trade, and its late 19th and early 20th century American commercial architecture.

Downtown Astoria is currently undergoing a transformation resulting from increased investments in new businesses and development activity. While the Uniontown neighborhood

has a central location and historic character, it has not experienced the same level of investment as downtown Astoria. The lack of activity in the Uniontown neighborhood is due in part to the lack of a unifying vision for the neighborhood and a coherent set of plans, policies, and regulations to guide public investments and support private redevelopment activity.

Project Objectives

The objectives for these Services are to undertake a comprehensive analysis of the Study Area and to use that information to develop a complete land use plan and supportive transportation plan that can provide a welcoming environment for all modes of travel and support and enhance the Uniontown Neighborhood's economic vitality and marketability. Services Objectives include the following:

- Establish a vision for the community's desired future for Study Area, along with specific objectives and guiding principles for the development of regulations, design standards, and streetscape improvements to help achieve the vision.
- Build on previous planning and visioning work conducted for the Study Area and surrounding areas, including the Astoria Riverfront Vision Plan, Transportation System Plan, Bridge Vista Code Amendments, and other relevant efforts and plans. Create an attractive and welcoming entry to Oregon and City through the use of signage, art, landscaping, and other public improvements.
- Facilitate the execution of the Astor-West Urban Renewal Plan, which includes part of the Study Area, to help fund the Project.
- Strengthen the livability and economic vitality of the Study Area by identifying opportunities and removing barriers to development and re-development; enhancing walkability; improving bicycle and transit infrastructure, improving neighborhood aesthetics with landscape and streetscape elements, and enhancing access from adjacent neighborhoods.
- Create a balanced and efficient multimodal transportation system that better accommodates a variety of modes to offer attractive options to driving for those who live, shop, and travel through the Study Area.
- Actively engage community stakeholders in a thorough visioning process to encourage their support of the Project and its conclusions and to spur private investment in the Study Area.

STANDARDS and GENERAL REQUIREMENTS

The standards and general requirements applicable to this WOC are stated in the parent PA. In addition to those stated in the PA, the following shall apply to this WOC:

1. Standards

Project Management and Roles

City shall provide existing and readily available data, review and comment on Services deliverables, coordinate meeting logistics, advertise meetings, coordinate mailings, and participate in Project committees.

City shall provide opportunities for the participation of City staff, neighborhood groups, active transportation advocates, Planning Commissioners, and City Council members throughout the Project to assure that final deliverables have City's and community's support. City shall compile comments received from reviewers on draft deliverables and provide guidance where there is conflict between comments from reviewers.

Consultant shall perform the technical tasks for the Services, including preparation of content and facilitation of meetings as required for the Services. Consultant shall distribute deliverables and other materials to City and Agency Project Manager ("APM") by e-mail, unless hardcopy is specified in a subtask. Consultant shall coordinate Services with Project committees, City, and APM, and incorporate input received into the deliverables. Consultant shall participate in management calls (up to twice per month) with Agency and the City to maintain the Services schedule.

Consultant shall prepare Services status reports as supporting documentation to accompany Consultant's invoice for each billing period.

Written and Graphic Deliverable Requirements

Written and graphic deliverables developed for Project, including meeting materials, must be developed in a manner that allows them to be integrated into presentation material for public events ("Presentation Material for Public Events") and into the final Uniontown Reborn Master Plan.

All written (text) and graphic deliverables must be submitted to Agency and City in electronic versions. All draft deliverables submitted to the Agency and City must be substantially complete and require only minor revisions.

Electronic versions of written (text) deliverables must be in Microsoft Word-compatible (.doc or .docx) or Portable Document (.pdf) format. Written deliverables must include the Project name, a title that refers to the Contract deliverable, deliverable version number, and date of preparation.

Electronic versions of base and plan map deliverables and document deliverables must be in color. Maps, aerial photos, and other graphic material prepared for or used as deliverables must be suitable for enlargement to create wall displays for Project meetings and presentations. Display-sized maps for Project meetings must be printed in color when important to public comprehension and must be temporarily mounted on foam core or similar material to allow display on an easel or wall; display of graphics by projector only is not acceptable.

Consultant shall include the following text in all final deliverables:

"This Project is partially funded by a grant from the Transportation and Growth Management ("TGM") Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.”

Final plans, including headers and footers and graphics, must not include Consultant names or logos, Transportation and Growth Management Program or Oregon Department of Transportation (“ODOT”) logos, Project codes, or similar marks. These items must only be on the acknowledgement page.

Meeting Requirements

City shall provide all meeting arrangements, including scheduling, providing comments on meeting materials, timely distribution of agendas and meeting materials, providing copies of materials for distribution at meetings, reserving a suitable location, advertising, posting notice, and mailing notice as required. City shall schedule Stakeholder Advisory Committee (“SAC”), and Technical Advisory Committee (“TAC”) meetings to occur on the same day. Consultant shall develop technical meeting materials, prepare meeting agendas, lead meetings, and facilitate discussion of relevant issues.

Meeting locations must be accessible by people with disabilities. Meeting notices must include an offer to make accommodations for people with disabilities with sufficient advance notice, with contact information for such notification.

Notice of Project meetings must include reference to the Project Website where the Project background, schedule, and deliverable products are posted.

Consultant shall prepare a summary of each meeting and provide that summary to the City and APM within one week after the meeting. The meeting notes must include the following:

- Summary notes with key points raised during the meeting;
- How Consultant intends to address these points; and
- An assessment of the implications of these points for Project scope and schedule.

Methods of Analysis

Consultant shall ensure that an Oregon-registered professional engineer (civil or traffic) performs or oversees all traffic analysis services on state highways. All memoranda containing traffic analysis must be stamped by an Oregon-registered Professional Engineer (P.E.) Traffic analysis must follow Highway Capacity Manual (“HCM”) 6th edition procedures. Consultant shall follow HCM 2000 procedures for computation of Signalized intersection volume to capacity (“V/C”) ratios. Traffic analysis must comply with ODOT’s Analysis Procedures Manual available at: <http://www.oregon.gov/LCD/TGM/Pages/modelcode.aspx>. Consultant shall coordinate all traffic analysis with ODOT’s Transportation Planning Analysis Unit and Region 2 traffic section. Consultant shall submit methodology memoranda to Transportation Planning Analysis Unit (“TPAU”) and Region 2 Traffic Unit for review and approval prior to beginning any traffic analysis.

City shall provide any Geographic Information Systems layers used for inventory and graphic deliverables to both ODOT TPAU and ODOT Geographic Information Systems Unit. Contractor shall furnish written and electronic documentation for all assumptions, data, calculations, and results to ODOT TPAU. This includes paper and digital files.

Public Involvement

City shall issue press releases, place advertisements in media, process and send mail and e-mail, place articles and announcements in City publications, identify stakeholders, and conduct similar activities to support public involvement efforts for the Project. Consultant shall prepare text and graphics for public involvement material, as more particularly specified in this Statement of Work.

Public involvement must allow the community an opportunity to fully engage in the planning process. City shall consider, and work with Consultant to address environmental justice issues. For purposes of this Project, “environmental justice” is defined as the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income with respect to the development, implementation, and enforcement of environmental laws, regulations, and policies. “Fair treatment” means that no group of people, including a racial, ethnic, or a socioeconomic group, should bear a disproportionate share of the negative environmental consequences resulting from industrial, municipal, and commercial operations or the execution of federal, state, local, and tribal programs and policies. “Meaningful involvement” means that: (1) Potentially affected community residents have an appropriate opportunity to participate in decisions about a proposed activity that will affect their environment and health; (2) The public's contribution can influence the regulatory agency's decision; (3) The concerns of all participants involved will be considered in the decision making process; and (4) The decision makers seek out and facilitate the involvement of those potentially affected.

The public involvement program must include specific steps to provide opportunities for participation by federal Title VI communities. City and Consultant shall utilize the ODOT Title VI (1964 Civil Rights Act) Plan guidance to identify Title VI populations, formulate public involvement strategies, and report outreach efforts to and participation by Title VI communities.

2. **Software Requirements.** Consultant shall prepare and deliver all Project deliverables in the following formats or any other compatible format when approved by Agency in writing.

- **Microsoft Word**
- **Portable Document (.pdf)**

3. **ADA Compliance – Assessment, Design, Inspection.** When the Services under this WOC include **assessment or design (or both)** for curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), Consultant shall:

- a. Utilize ODOT standards to assess and ensure Project compliance with the Americans with Disabilities Act of 1990 (“ADA”), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards; and shall
- b. Follow ODOT’s processes for design, modification, upgrade, or construction of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design

Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form.

When the Services under this WOC Contract include **inspection** of curb ramps, sidewalks or pedestrian-activated signals (new, modifications or upgrades), all such inspections shall include inspection for compliance with the standards and requirements in a. and b. above. In addition, at Project completion, Consultant shall send an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to ODOT's Project Manager for each curb ramp constructed, modified, upgraded, or improved as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address: <http://www.oregon.gov/ODOT/Forms/Pages/default.aspx>

Above references to curb ramps, sidewalks or pedestrian-activated signals also include, when applicable, shared use paths, transit stops, park-and-rides and on-street parking.

REVIEW, COMMENT and SCHEDULE OVERVIEW

- Consultant shall coordinate with Agency staff as necessary and shall revise draft deliverables to incorporate Agency draft review comments.
- Consultant shall incorporate comments within 10 business days from receipt of Agency's comments and return the next draft of the deliverable, which may be the final, to Agency staff, unless a different timeframe is specified for specific tasks or otherwise agreed to in writing by Agency.

FORMAT REQUIREMENTS

- Consultant shall submit draft deliverables in electronic format via email (and hard copy if requested).
- Consultant shall submit all graphic files accompanying reports separately in .jpg or .tif formats unless specified differently by Agency.
- Each draft and final text-based or spreadsheet-based deliverable shall be provided in MS Office file formats (i.e., MS Word, Excel, etc.) and must be fully compatible with version used by Agency.
- Additional format requirements may be listed with specific tasks/deliverables in the SOW or in the PA.

TASKS, DELIVERABLES and SCHEDULE

Unless the WOC is terminated or suspended, Consultant shall complete all tasks and provide all deliverables (collectively, the "Services") included in this WOC and in accordance with the performance requirements and delivery schedules included in this WOC. For purposes of standardization, the task numbering in this SOW may be non-sequential. The delivery schedule is consolidated in a table at the end of Section E.

STATEMENT OF WORK

Task 1 Project Reconnaissance and Kickoff

1.1 Background Information

City and Agency shall provide existing and readily available data and documentation relevant to the Project to Consultant. City shall coordinate with the Port of Astoria to obtain relevant background information and provide that information to the Consultant. Relevant background information includes technical information about existing conditions, planned improvements, forecasts of future conditions, and previous assessments of potential improvements in the Study Area. Relevant background Information also includes currently adopted plans, related documents, and previous planning efforts.

City and Agency shall determine the format of background information provided to Consultant and the method of transmission. Consultant shall coordinate with City to ensure that all relevant background information has been provided. Consultant shall prepare a “Background Information Memorandum” that inventories data, documents, and other information provided by the City. Consultant shall provide the Background Information Memorandum to the City and APM to confirm receipt of relevant background information from the City. Specific examples of relevant Background Information include the following:

Land Use and Zoning

- Zoning and comprehensive plan designation;
- existing land use;
- real estate market conditions, including the number of observed vacancies and observed properties for sale;
- location, type and estimated number of parking spaces;
- known non-conforming uses;
- known zoning code violations and variances; and
- building footprints, building heights, and other relevant site design characteristics.

Streets and Transportation

- lane configuration and widths;
- high level analysis of roadway and sidewalk pavement condition;
- location of existing right-of-way;
- sidewalk location;
- location, length, and spacing of driveways;
- location of transit stops,
- transit service frequency and ridership
- any known access easement agreements;
- location of traffic signals;
- location of marked pedestrian street crossings and closed crosswalks;
- location of pedestrian and bicycle facilities;
- available Americans with Disabilities Act information;

- Study Area crash data; and
- recent traffic counts and transportation studies within or influencing the Study Area.

Currently adopted plans, ongoing projects, related documents, and previous planning efforts

- Astoria Comprehensive Plan (last amended 7/18/16)
- Advance Astoria: Economic Development Strategy (underway)
- Astoria Affordable Housing Study (2015)
- Astoria Transportation System Plan (2013)
- Trails Master Plan (2013)
- Astoria Historic Preservation Plan (2008)
- Rehab Astoria Right (2013)
- Astoria Buildable Lands Inventory (2011)
- Astoria Development Code/Zoning Ordinances
- Astoria Riverfront Vision Plan (2009)
- Astor West Urban Renewal District Storefront Improvement Program (2016)
- Astor-West Urban Renewal Plan (2002)
- Astoria Port/Uniontown Transportation Refinement Plan (2006)
- Astoria Gateway Area Transportation and Growth Management Plan (1999)
- Astoria Gateway Master Plan (1997)
- Advance Astoria: Economic Development Strategy project work to date
- Sunset Empire Transportation District Long-Range Comprehensive Transportation Plan (2016)
- As available, technical analyses produced in support of the above plans and planning efforts

Delivery of Background Documents by City to Consultant shall be completed within four weeks of the Notice to Proceed (“NTP”) for the Project unless a later date is approved by the APM and Consultant in writing.

1.2 Draft Memorandum #1: Plan Assessment

Consultant shall develop a draft memorandum of the plan assessment (“Draft Memorandum #1”) that summarizes key aspects of currently adopted plans, related documents, ongoing projects, and previous planning efforts provided in the background information under task 1.1. Draft Memorandum #1 must focus on key policies, initiatives, and conditions affecting future land development and transportation in the Study Area. Draft Memorandum #1 must include a review of previous planning efforts and identify elements that are relevant or useful in the current Project and measures that have been used previously in City to address land use and transportation issues. Consultant shall cite the final plan documents and technical documentation produced in support of those plans in the review of documents in Draft Memorandum #1. Draft Memorandum #1 must be delivered to the City and APM within four weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

1.3 Stakeholder Interviews

Consultant shall conduct six interviews in Astoria with small groups or individual stakeholders

to identify key issues of concern, obtain input on their vision and goals for the Study Area, and determine how they or their organizations want to be involved in the Project. Consultant shall provide City and APM with a written summary of stakeholder interviews comments.

City shall identify stakeholders (organizations, constituencies, individuals, and key officials) and invite selected stakeholders to an interview with Consultant. City must seek stakeholder interviews with people with disabilities and members of Title VI populations, and representatives of agencies, organizations or institutions that serve people with disabilities or Title VI populations in the Study Area. City shall schedule each stakeholder interview to occur in one of two consecutive days. City shall provide Consultant with a list of invited stakeholders and a meeting schedule, and make arrangements for a meeting room for the interviews. Stakeholder Interviews must be completed within six weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

1.4 Public Involvement Strategy Memorandum

Consultant shall prepare a draft and revised “Public Involvement Strategy Memorandum” which must:

- identify Title VI populations in the Study Area based on information provided by City, and methods for engaging these populations in the Project;
- describe preferred methods for public outreach and engagement with a wide range of stakeholders; and
- establish protocols for Project communications, including development of Project-related materials and Consultant contacts with the public.

Consultant shall prepare a revised Public Involvement Strategy Memorandum to reflect any changes necessary based on Project Kickoff Meeting (task 1.5) input. City and Agency shall review and provide comments on the draft Public Involvement Strategy Memorandum. The draft Public Involvement Strategy Memorandum must be delivered to the City and APM within four weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

1.5 Project Kickoff Meeting

City shall arrange and Consultant shall lead a “Project Kickoff Meeting” with City Project Manager, APM, and City invitees to review Project objectives and background, methods for public participation from the Public Involvement Strategy Memorandum, Project schedule, key deliverables and other items related to management of Project.

The Project Kickoff Meeting must include a tour of the Study Area to visit key sites that illustrate issues that need to be addressed in the Project. City shall provide logistics for the tour, including identification of tour stops and travel arrangements.

City and Consultant shall establish protocols for coordination of the Project with other ongoing projects and initiatives relevant for the Project, at the Project Kickoff Meeting. At least two Consultant team members must attend and participate in the Project Kickoff Meeting. The Project Kickoff Meeting must occur within two weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

1.6 SAC Roster and Interested Parties List

City shall prepare a roster with names, representations, and contact information for SAC members. The SAC will meet periodically to provide on-going guidance throughout the Project. Potential SAC members include representatives from:

- Neighborhood Groups representative
- Architects or Developers
- Property Owners
- Business Owners
- Transit Riders or Sunset Empire Transportation District Board Member
- Planning Commission
- City Council
- Historic Landmarks Commission
- Design Review Committee
- Port of Astoria
- Astoria-Warrenton Chamber of Commerce
- Uniontown Association
- Clatsop Economic Development Resources
- Clatsop County Historical Society
- Astoria Scandinavian Heritage Association

City shall establish and maintain an “Interested Parties List” of individuals and organizations that express interest in the Project or that have a known interest within the Study Area. Contacts on the Interested Parties List must be periodically updated throughout Project by City about upcoming Public Events and opportunities to review Project deliverables. City shall prepare and distribute SAC Roster and Interested Parties List to Consultant and APM within three weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

1.7 TAC Roster

City shall prepare a TAC roster with names, job titles, and contact information for TAC members. The TAC will meet periodically to review Project deliverables and provide guidance on work tasks, and will receive periodic updates from City about upcoming Public Events and opportunities to review Project deliverables. Potential TAC members include representatives of the following City departments and other agencies:

- City Community Development Department
- City Public Works Department
- City Engineering Division
- City Parks and Recreation Department
- Sunset Empire Transportation District
- Clatsop County
- Oregon Department of Land Conservation & Development
- ODOT (Region 2 Traffic, TPAU, ODOT Transit, and Region 2 Planning)

City shall prepare and distribute TAC Roster to Consultant and APM within three weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

1.8 Initial Outreach Flyer

Consultant shall prepare a 2-page “Initial Outreach Flyer” for distribution by City. The Initial Outreach Flyer must include a map of the Study Area, an overview of Project goals and objectives, a Project schedule with tentative dates for key Project milestones and public input opportunities, and ways people can provide input on the Project. Consultant shall develop the Initial Outreach Flyer in a manner suitable for posting on the Project Website, for display as a poster, and distribution as a flyer. Consultant shall develop the Initial Outreach Flyer using a graphic narrative format (graphics with the minimum amount of text to convey the message). Consultant shall provide the Initial Outreach Flyer to the APM and City within four weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

City shall distribute Initial Outreach Flyer to property owners, residents, and business owners in the Study Area, and to others on the Interested Parties List. City shall also post the Initial Outreach Flyer in suitable locations and otherwise distribute the Initial Outreach Flyer to raise awareness of the Project.

1.9 Project Website

City shall develop a website within City’s existing website to provide Project information (“Project Website”). Consultant shall format material developed for the Initial Outreach Flyer to provide initial content for the Project Website, including an overview of Project objectives, an information graphic of the schedule showing major Project tasks, and tentative dates for key Project milestones and public meetings. Consultant shall provide the initial content for the Project Website to the APM and City within four weeks of the NTP unless a later date is approved by the APM and Consultant in writing.

The Project Website must include a comment form to allow online visitors to provide input on land use and transportation-related deficiencies, needs, and potential solutions in the Study Area. City shall update the Project Website as meeting dates are established or new Project material becomes available. City shall compile all public comments received through the Project Website or by other means, and periodically provide these comments to Consultant.

City Deliverables

- 1.a Background Information
- 1.b Stakeholder Interviews
- 1.c Project Kickoff Meeting
- 1.d SAC Roster and Interested Parties List
- 1.e TAC Roster
- 1.f Distribution of Initial Outreach Flyer
- 1.g Project Website
- 1.h Review and comment on Consultant deliverables

Consultant Deliverables

- 1.A Background Information Memorandum
- 1.B Draft Memorandum #1: Plan Assessment
- 1.C Stakeholder Interviews
- 1.D Public Involvement Strategy Memorandum
- 1.E Project Kickoff Meeting
- 1.F Initial Outreach Flyer
- 1.G Initial Content for Project Website

Task 2 Identify and Analyze Existing and Forecast Conditions

2.1 Property and Business Owner Survey

Consultant shall prepare an electronic survey of property and business owners (“Property and Business Owner Survey”) in the Study Area. The purpose of the Property and Business Owner Survey is to:

- Introduce Project and Project Objectives;
- Engage the Study Area property and business owners to get their input on issues and opportunities related to land use, zoning, art installations, and transportation in the West Marine Drive corridor; and
- Solicit information related to any potential or planned private improvements by developers in the Study Area.

Consultant shall provide a draft of the Property and Business Owner Survey to City and APM for review and comments prior to distribution. Consultant shall provide draft of the Property and Business Owner Survey to City and APM within six weeks of the NTP unless a later date is approved by the APM and Consultant in writing. City shall gather contact information and conduct actual survey distribution. Consultant shall prepare a summary of the Property and Business Owner Survey results and provide to City and APM within two weeks of receipt of survey results from the City.

2.2 Draft Memorandum #2: Land Use Conditions

Consultant shall prepare a draft land use and zoning analysis (“Draft Memorandum #2”), which must include maps and narrative describing land use conditions in the Study Area including the following:

- Existing land use by type (including vacant and underutilized properties and parking lots);
- Property ownership;
- Existing comprehensive plan designation and zoning;
- Physical and regulatory constraints on development;
- Key urban design issues that are prevalent throughout the Study Area (such as building setbacks, location of parking, architectural features, or historic building context); and
- Barriers in existing zoning and development code to the development or redevelopment of pedestrian-friendly, mixed-use projects.

Consultant shall provide Draft Memorandum #2 to the City within two months of the NTP unless a later date is approved by the APM and Consultant in writing.

2.3 Methodology Memorandum

Consultant shall prepare and submit to TPAU and Agency's Region 2 Traffic Section a "Methodology Memorandum" documenting methodology and assumptions to be used for Draft Memorandum #3 and Draft Memorandum #7.

Methodology Memorandum must, at a minimum, document the approach for full analysis of baseline conditions in the Study Area including, but not limited to, the following:

- Analysis parameters
- Assumptions in support of analysis (qualitative and quantitative) for vehicle, bicycle, pedestrian and transit traffic
- Analysis software and any changes to default values
- Volume development
- SimTraffic Micro-simulation calibration methods
- V/C targets and level of service ("LOS") standards within the project area
- Identification of intersection population reference types as well as segmenting approach for safety analysis

Methodology Memorandum must follow the format laid out in ODOT's sample found at <http://www.oregon.gov/ODOT/TD/TP/APM/App2C.pdf>.

Consultant shall obtain approval of methodology from TPAU and Agency's Region 2 Traffic Section prior to beginning analysis. Consultant shall include the approved Methodology Memorandum in the appendix to Draft Memoranda #3 and #7. Consultant shall provide the Methodology Memorandum to TPAU and ODOT Region 2 Traffic within two months of the NTP unless a later date is approved by the APM and Consultant in writing.

2.4 Draft Memorandum #3: Baseline Transportation Conditions

Consultant shall prepare and submit a draft of baseline transportation conditions ("Draft Memorandum #3"), which includes an analysis of existing conditions for transportation system and services in the Study Area, where data is available. Unless otherwise specified in Methodology Memorandum (task 2.3), Draft Memorandum #3 must include the following:

- Volume of vehicles, freight, transit, bicyclists, or pedestrians at study intersections (defined below), adjusted to reflect 30th highest hour conditions;
- Transit service frequency, transit service span, and transit routes;
- Safety issues for all modes, including accident and traffic ticket data and reader board speeding data provided by City;
- An assessment of vehicular LOS, delay, and 95th percentile queuing (simulation based) due to turning vehicles at study intersections; and
- General qualitative assessments of walkability and bikeability on key facilities in the Study Area, such as a Walk Score for segments of West Marine Drive.

Study Intersections

Agency will provide traffic counts for the Study Area Intersections on West Marine Drive:

- Columbia Avenue
- Basin Street
- US 101 Bridge
- Portway Street
- Hamburg Avenue
- OR 202/US 101 Business (Smith Point Roundabout)

Counts at the US 101 Bridge intersection and the Smith Point Roundabout will be 16-hour full-classification counts with turning movements, taken at 15-minute intervals. Counts for remaining intersections will be 4-hour (2-6pm) full class with turning movement intersection counts with 15 minute intervals

Existing operations and safety

Consultant shall conduct the existing conditions traffic analysis for motorized and non-motorized modes. Consultant shall identify study intersections where traffic demand is at or near capacity of the facility compared to the local LOS standards. The operation and function of the streets must be described in a way that is easily understood by the public. The vehicular operational analysis of Study Area intersections must include LOS and V/C based on a Synchro model developed for the Study Area intersections using HCM 6th edition methodology with the exception of signalized intersection V/C reporting which requires HCM 2000. 95th percentile queues must be based on SimTraffic microsimulation. SimTraffic micro-simulation work must be calibrated to local conditions following ODOT's Analysis Procedure Manual. Consultant shall obtain data facility characteristics necessary to calibrate and support the use of the Synchro model and SimTraffic microsimulations.

Consultant shall summarize City-provided crash data from Agency's Crash Analysis and Reporting Unit. At a minimum, study intersection crash rates for vehicles, bicycle, pedestrian and transit combined must be compared to published statewide 90th percentile rates in Agency's Analysis Procedure Manual Table 4-1. Consultant shall conduct a crash analysis with Critical Crash Rates and Excess Proportion of Specific Crash Types following the Analysis Procedure Manual for West Marine Drive (US 30/ US 101) in the Study Area.

Consultant shall assess the comfort and desirability of the West Marine Drive corridor for people walking, biking and taking transit. Consultant's analysis must include consideration of the following:

- Width of sidewalks and the location of obstructions within
- Distance from curb to travel lane
- Location, size, and health of street trees
- Location and character of street lighting
- Location of open and closed crosswalks
- Location of curb extensions
- Locations and width of bicycle facilities

- Location of conflicts with bicycle facilities
- Location of transit stops and character of the stops
- Accessibility of transit stops

Future operations

Consultant shall identify planned improvements including projects in City's 2013 Transportation System Plan ("TSP"), Sunset Empire Transportation District transit services, and planned or anticipated public works projects provided by the City that have potential to affect the physical characteristics of the West Marine Drive corridor. Consultant shall prepare a forecast of future 2035 conditions (No Build), which must include forecast traffic volumes at study intersections and an assessment of the resulting implications for the following:

- Vehicular LOS, V/C, delay, and queuing (95th percentile) at study intersections;
- Impact on transit service provision; and
- Impact on the suitability and desirability for walking and cycling along West Marine Drive.

Consultant's forecast of future travel demand must be based on existing comprehensive plan designations and assumptions about the future type and intensity of land uses in the Study Area. No Consultant traffic count data collection or modifications to the travel demand model are assumed as part of this task. Consultant shall conduct travel demand model runs to determine future travel forecasts. Consultant shall use the Base Year and Future Year model results to develop future traffic (vehicle, pedestrian, bicycle and transit) volume projections on West Marine Drive and other roadways potentially impacted by diverted traffic. Consultant shall estimate the future pedestrian and bicycle volumes based on recent intersection counts and research. Consultant shall report future transit volume estimates provided by Sunset Empire Transportation District. Traffic volume forecasts must be coordinated with forecasts developed for City's 2013 TSP. Consultant shall coordinate with TPAU to address and resolve any issues with travel demand model applications.

Consultant shall provide Draft Memorandum #3 to the City within three months of the NTP unless a later date is approved by the APM and Consultant in writing.

2.5 Draft Memorandum #4: Economic Conditions

Consultant shall develop a draft memorandum of economic conditions ("Draft Memorandum #4") that describes current and likely future market conditions for development and business activity in the Study Area. The evaluation in Draft Memorandum #4 must be based upon results of the Property and Business Owner Survey, examination of economic information provided by City, including the Advance Astoria: Economic Development Strategy project work to date, other descriptions or forecasts of economic conditions, discussion with property and business owners, and discussions with economic development and land development experts. Draft Memorandum #4 must include identification of land use and zoning options and public investments with potential to support economically-viable redevelopment opportunities and market-supported uses.

Consultant shall provide Draft Memorandum #4 to the City within three months of the NTP unless a later date is approved by the APM and Consultant in writing.

2.6 Draft Memorandum #5: Evaluation Criteria

Consultant shall develop a draft memorandum that identifies qualitative and quantitative criteria for evaluation of alternatives, regulatory changes, and public investments developed for the Study Area ("Draft Memorandum #5"). Draft Memorandum #5 must include a range of evaluation criteria that reflect likely community concerns about the impact of alternatives on livability, development or redevelopment potential, travel conditions by mode (safety, comfort, and accessibility of people walking, biking, riding transit, or driving), aesthetics, and economic vitality.

Consultant shall provide Draft Memorandum #5 to the City within three months of the NTP unless a later date is approved by the APM and Consultant in writing.

2.7 TAC and SAC Meeting #1

City shall arrange, and Consultant shall attend and lead, a joint meeting of the Project TAC and SAC Meeting #1, in order to accomplish the following:

- Review Project goals and objectives, work tasks and deliverables, and Refined Project Schedule;
- Conduct a walking tour of the Study Area;
- Discuss existing and forecast conditions in the Study Area to identify conditions for inclusion in Draft Memorandum #1, Draft Memorandum #2, Draft Memorandum #3, and Draft Memorandum #4;
- Review potential Evaluation Criteria for development of Draft Memorandum #5;
- Review and solicit input on previous planning efforts in Astoria relevant to the Project; and
- Solicit input on potential actions City could take to support development and improve conditions for people walking, bicycling, and using transit in the Study Area.

At least two Consultant team members appropriate for this task shall attend TAC and SAC Meeting #1.

TAC and SAC Meeting #1 must occur within four months of the NTP unless a later date is approved by the APM and Consultant in writing.

Consultant shall provide a summary that identifies committee members who participated in TAC and SAC Meeting #1 as well as City and Consultant action items, within one week of the conclusion of TAC and SAC Meeting #1.

City Deliverables

2.a TAC and SAC Meeting #1

2.b Review and comment on Consultant deliverables

Consultant Deliverables

- 2.A Property and Business Owner Survey
- 2.B Draft Memorandum #2: Land Use Conditions
- 2.C Methodology Memorandum
- 2.D Draft Memorandum #3: Baseline Transportation Conditions
- 2.E Draft Memorandum #4: Economic Conditions
- 2.F Draft Memorandum #5: Evaluation Criteria
- 2.G TAC and SAC Meeting #1

Task 3 Public Outreach #1

3.1 Neighborhood Groups Update #1

City shall provide a summary of Project progress to the Uniontown Association and other community organizations as determined by City. The summary of Project progress must include a review of Project objectives, schedule for upcoming Public Events and deliverables, ways to provide input, and key findings resulting from the Project work up to the date of the presentation. City shall determine the number of Neighborhood Group Updates to hold and the schedule when they occur. City shall provide Consultant with a summary of comments made at each Neighborhood Group Update within one week of each event unless a later date is approved by the APM and Consultant in writing.

3.2 Publicity for Public Event #1

Consultant shall prepare publicity material for Public Event #1, including content for press releases, text and graphics suitable for advertisements. City shall provide logistics, prepare and send mailings, post announcements, and place advertisements to publicize Public Event #1. Consultant shall provide Publicity for Public Event #1 to City and APM at least one month prior to Public Event #1 for review and comment unless a later date is approved by the APM and Consultant in writing.

3.3 Presentation Material for Public Event #1

Consultant shall prepare plans, scripts, and presentation materials for Public Event #1, including graphical display boards. Presentation material for Public Event #1 must include material to solicit public input on existing conditions, deficiencies and needs, market conditions and opportunities, potential improvements, and evaluation criteria for the Project. Presentation Material for Public Event #1 must include a one-page Existing Conditions Handout that describes existing conditions, opportunities, and constraints for development and activity in the Study Area. The Existing Conditions Handout is intended for a non-technical general public audience. Consultant shall coordinate with City to review and approve the format for Public Event #1.

Consultant shall provide presentation materials for Public Event #1 to City at least 10 working days prior to Public Event #1 for review. City shall provide comments on these presentation materials at least five working days before Public Event #1. Consultant shall revise these presentation materials for Public Event #1 to reflect comments received from City.

3.4 Public Event #1

City shall arrange and Consultant shall attend, lead, and facilitate a public event (“Public Event #1”) to seek public input on existing conditions, deficiencies and needs, market conditions and opportunities, potential improvements, desired land uses, potential zoning and development regulations, and evaluation criteria for the Project. At least three Consultant team members and one City staff shall attend Public Event #1.

City shall prepare a paper comment form, Title VI forms, and a sign-in sheet. City shall provide copies of the Existing Conditions Booklet prepared in Task 2.

Public Event #1 must occur within five months of the NTP unless a later date is approved by the APM and Consultant in writing. City shall provide Consultant with comments received from the Project Website and through other means not otherwise available to Consultant. Consultant shall provide a summary of key issues and concerns raised at Public Event #1 and in comments provided by City and Agency, and a list of resulting City, Agency and Consultant action items within one week of the conclusion of Public Event #1.

3.5 Revised Memorandum #1: Plan Assessment

Consultant shall revise Draft Memorandum #1 (task 1.2) in response to direction from City and Agency based on comments by reviewers and from participants in TAC Meeting #1, SAC Meeting #1, Neighborhood Groups Update #1, and Public Event #1 and prepare a revised Draft Memorandum #1 (“Revised Memorandum #1”). City Project Manager shall provide Consultant with compiled comments on a draft of Revised Memorandum #1 and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised Memorandum #1 to City and APM within two weeks after Public Event #1 unless a later date is approved by the APM and Consultant in writing.

3.6 Revised Memorandum #2: Land Use Conditions

Consultant shall revise Draft Memorandum #2 (task 2.2) in response to direction from City and Agency based on comments by reviewers and from participants in TAC Meeting #1, SAC Meeting #1, Neighborhood Groups Update #1, and Public Event #1 and prepare a revised Draft Memorandum #2 (“Revised Memorandum #2”). City Project Manager shall provide Consultant with compiled comments on a draft of Revised Memorandum #2 and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised Memorandum #2 to City and APM within two weeks after Public Event #1 unless a later date is approved by the APM and Consultant in writing.

3.7 Revised Memorandum #3: Baseline Transportation Conditions

Consultant shall revise Draft Memorandum #3 (task 2.4) in response to direction from City and Agency based on comments by reviewers and from participants in TAC Meeting #1, SAC Meeting #1, Neighborhood Groups Update #1, and Public Event #1 and prepare a revised Draft Memorandum #3 (“Revised Memorandum #3”). City Project Manager shall provide Consultant with compiled comments on a draft of Revised Memorandum #3 and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised

Memorandum #3 to City and APM within two weeks after Public Event #1 unless a later date is approved by the APM and Consultant in writing.

3.8 Revised Memorandum #4: Economic Conditions

Consultant shall revise Draft Memorandum #4 (task 2.5) in response to direction from City and Agency based on comments by reviewers and from participants in TAC Meeting #1, SAC Meeting #1, Neighborhood Groups Update #1, and Public Event #1 and prepare a revised Draft Memorandum #4 (“Revised Memorandum #4”). City Project Manager shall provide Consultant with compiled comments on a draft of Revised Memorandum #4 and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised Memorandum #4 to City and APM within two weeks after Public Event #1 unless a later date is approved by the APM and Consultant in writing.

3.9 Revised Memorandum #5: Evaluation Criteria

Consultant shall revise Draft Memorandum #5 (task 2.6) in response to direction from City and Agency based on comments by reviewers and from participants in TAC Meeting #1, SAC Meeting #1, Neighborhood Groups Update #1, and Public Event #1 and prepare a revised Draft Memorandum #5 (“Revised Memorandum #5”). City Project Manager shall provide Consultant with compiled comments on a draft of Revised Memorandum #5 and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised Memorandum #5 to City and APM within two weeks after Public Event #1 unless a later date is approved by the APM and Consultant in writing. Revised Memorandum #5 must identify a final set of Evaluation Criteria that will be used to evaluate proposed plan amendments, regulatory changes, and public investments identified by this Project.

City Deliverables

- 3.a Neighborhood Groups Update #1
- 3.b Publicity for Public Event #1
- 3.c Public Event #1
- 3.d Review and comment on Consultant deliverables

Consultant Deliverables

- 3.A Publicity Material for Public Event #1
- 3.B Presentation Material for Public Event #1
- 3.C Public Event #1
- 3.D Revised Memorandum #1: Plan Assessment
- 3.E Revised Memorandum #2: Land Use Conditions
- 3.F Revised Memorandum #3: Baseline Transportation Conditions
- 3.G Revised Memorandum #4: Economic Conditions
- 3.H Revised Memorandum #5: Evaluation Criteria

Task 4 Tier 1 Screening of Land Use Options and Public Improvements

4.1 Draft Memorandum #6: Tier 1 Screening of Land Use Alternatives and Public Improvements

Consultant shall prepare draft memorandum #6 that identifies alternative land use patterns, and proposed changes to the transportation system needed to support the alternative land use patterns in the Study Area (“Draft Memorandum #6”). Consultant shall screen alternatives in Draft Memorandum #6 using the evaluation criteria in Revised Memorandum #5.

Land Use Alternatives

Consultant shall develop three land use alternatives that meet the Project objectives and address identified issues. Land use alternatives must represent potential opportunities for near-term and long-range development and redevelopment that will enhance the identity, livability, and function of the Study Area. Land use alternatives must be described as sets of new or revised mixed-use zones or amendments to existing zoning with changes in allowed land use (permitted, conditional, and prohibited uses) and proposed urban design regulations (including setbacks, building heights, parking, and design standards) in the Study Area. Each land use alternatives can be a variation in the mix of uses permitted, development and design standards, location of mixed-use zoning (entire length of West Marine Drive corridor versus specific nodes), and allowed densities, among other factors. Land use alternatives must reflect implementation of existing or recommended incentives or other policy measures intended to encourage development, higher densities, and mixed uses in the Study Area.

Land use alternatives must include a high-level forecast of the level and type of development activity resulting from proposed changes in allowed land uses, and the resulting pattern of land uses in the Study Area. The forecast of future development and land use in the Study Area must be based on the assessment of economic conditions in Revised Memorandum #4 and Consultant’s judgement on the type and intensity of development that will be financially feasible given market conditions and the cost of development in the Study Area. Land use alternatives must include a description of future development activity and land use patterns that is general in nature, with descriptions of the types and intensities of future land uses in portions of the Study Area without identifying specific developments or locations.

Land use alternatives must include sufficient detail to allow an assessment of the alternatives using evaluation criteria in Revised Memorandum #5.

Transportation System Options

Consultant shall identify transportation system improvements needed to support land use alternatives. Improvements to the local system must implement City standards for street and facility design to the extent feasible. Proposed transportation system improvements must be conceptual in nature with an example cross-section diagram (where applicable) and overhead views (plan views) showing the facility relative to its existing alignment, nearby structures, intersections and driveways, and adjacent off-street parking areas.

The development of transportation system options must include options for the configuration of West Marine Drive. Options for West Marine Drive must be in the form of cross-sections and plan view showing alternative designs and configurations for travel lanes, bike lanes, sidewalks, on-street parking transit facilities, and streetscape elements and study intersection control and lane configuration; these facilities must be contained within the existing West Marine Drive right-of-way to the extent feasible. The use of property outside of the right-of-way may be proposed with approval from City Project Manager and APM.

Consultant shall coordinate with City to determine the sets of transportation system improvement options to pair with land use options for assessment in the Tier 1 Screening analysis.

Tier 1 Screening

Consultant shall conduct a qualitative screening of land use alternatives and supporting transportation system improvements ("Tier 1 Screening") using the evaluation criteria established in Revised Memorandum #5.

The Tier 1 Screening must include an evaluation of land use alternatives using the evaluation criteria in Revised Memorandum #5, economic conditions in Revised Memoranda #4, and any additional criteria selected by the City. The Tier 1 Screening of land use alternatives must include criteria related to compatibility with existing development, compatibility with adopted and suggested vision statements, market viability, livability, feasibility of implementation, and economic development.

The Tier 1 Screening must include an evaluation of transportation system performance associated with alternative sets of land uses and transportation system investments. Consultant shall perform a high-level assessment of future transportation operation conditions based on the forecast traffic volumes on West Marine Drive, an assessment of travel demand generated by proposed land uses, the results of previous assessments of proposed projects in the Study Area, and engineering judgment. Each land use alternative must be screened for their impact on the travel characteristics in the Study Area and on adjacent streets and neighborhoods, using the evaluation criteria in Revised Memorandum #5 and standard criteria for the evaluation of transportation system impacts. Tier 1 Screening does not include intersection-level traffic operations analyses for any of the alternatives.

Draft Memorandum #6 must include a summary narrative of land use alternatives and transportation system options included in the Tier 1 Screening, and of the assessment of each alternative using evaluation criteria in Revised Memorandum #5. Consultant shall provide Draft Memorandum #6 to the City and APM within six months of the NTP unless a later date is approved by the APM and Consultant in writing.

4.2 ODOT Technical Review of Draft Memorandum #6

Consultant shall arrange and attend a meeting to review Draft Memorandum #6 by ODOT technical staff in Salem. Consultant shall prepare and deliver a presentation focused on elements of Draft Memorandum #6 that have potential to affect operation on State highway facilities. Consultant presentation must identify elements of Draft Memorandum #6 with characteristics

that may vary from ODOT standards for similar facilities, and the likely impact of proposed changes in land use and transportation improvements on transportation system performance in the Study Area. At least two Consultant team members must attend the ODOT Technical Review Meeting of Draft Memorandum #6, including the lead analyst responsible for the evaluation of transportation system performance in Draft Memorandum #6. The ODOT Technical Review of Draft Memorandum #6 must occur within two weeks of delivery of Draft Memorandum #6 to the City and APM unless a later date is approved by the APM and Consultant in writing.

4.3 Revised Draft Memorandum #6

Consultant shall revise Draft Memorandum #6 (task 4.2) based on comments and edits recommended by ODOT technical staff and the APM to create “Revised Draft Memorandum #6”. City Project Manager shall provide Consultant with guidance to resolve any conflicting comments and to provide direction for changes needed to Draft Memorandum #6 for Revised Draft Memorandum #6. Consultant shall provide Revised Draft Memorandum #6 to City and APM no later than two weeks after the date of the ODOT Technical Review Meeting of Draft Memorandum #6.

4.4 Land Use Alternatives and Transportation System Options Booklet

Consultant shall prepare a Land Use Alternatives and Transportation System Options Booklet (“Alternatives Booklet”) to illustrate the land use alternatives and supportive transportation system options included in Revised Draft Memorandum #6 and the Tier 1 screening. The Alternatives Booklet is intended for a non-technical general public audience. The Alternatives Booklet must use graphical representations to key elements of proposed changes to land uses and the transportation system in the Study Area and the Tier 1 Screening assessment of those alternatives in a manner that is accessible to the public. The Alternatives Booklet must solicit public input on support and concerns for future land uses and transportation system improvements in the Study Area, and provide a list of ways that input can be provided.

Consultant shall provide a draft Alternatives Booklet to City and APM for review and comment within one week of delivery of Revised Draft Memorandum #6 to the City and APM unless a later date is approved by the APM and Consultant in writing. City shall provide Consultant with directions on revisions needed to the Alternatives Booklet based on comments from City reviewers and the APM. The Alternatives Booklet must be approved by City before being released to the public. City shall distribute Alternatives Booklet following protocols established in the Public Involvement Strategy Memorandum (task 1.4).

4.5 TAC Meeting #2

City shall arrange, and Consultant shall attend and lead, TAC Meeting #2 to:

1. Review the land use alternatives and supportive transportation system options in Revised Draft Memorandum #6;
2. Obtain feedback on the results of Tier 1 Screening analysis in Revised Draft Memorandum #6;
3. Review the Alternatives Booklet; and
4. Solicit input on feasibility of proposed land use alternatives and transportation system options, and steps that may be needed to implement them.

TAC Meeting #2 must occur within two weeks of delivery of Revised Draft Memorandum #6 to the City and APM unless a later date is approved by the APM and Consultant in writing. Consultant shall provide City and APM with a written summary that identifies committee members who participated in TAC Meeting #2, key issues and concerns discussed at the meeting, and resulting City and Consultant action items, within one week of the conclusion of TAC Meeting #2. At least two Consultant team members shall attend TAC Meeting #2.

4.6 SAC Meeting #2

City shall arrange, and Consultant shall attend and lead, SAC Meeting #2 to:

1. Review the land use alternatives and transportation system options in Revised Draft Memorandum #6;
2. Obtain feedback on the results of Tier 1 Screening analysis in Revised Draft Memorandum #6;
3. Review the Alternatives Booklet; and
4. Solicit input on feasibility of proposed land use alternatives and transportation system options, and steps that may be needed to implement them.

SAC Meeting #2 must occur within two weeks of delivery of Revised Draft Memorandum #6 to the City and APM unless a later date is approved by the APM and Consultant in writing. Consultant shall provide City and APM with a written summary that identifies committee members who participated in SAC Meeting #2, key issues and concerns discussed at the meeting, and resulting City and Consultant action items, within one week of the conclusion of SAC Meeting #2. At least two Consultant team members shall attend SAC Meeting #2 which will be held on the same date as TAC Meeting #2 (Task 4.5).

City Deliverables

- 4.a Distribution of Land Use Alternatives and Transportation System Options Booklet
- 4.b TAC Meeting #2
- 4.c SAC Meeting #2
- 4.d Review and comment on Consultant deliverables

Consultant Deliverables

- 4.A Draft Memorandum #6: Tier 1 Screening of Land Use Alternatives and Public Improvements
- 4.B ODOT Technical Review Meeting of Draft Memorandum #6
- 4.C Revised Draft Memorandum #6
- 4.D Land Use Alternatives and Transportation System Options Booklet
- 4.E TAC Meeting #2
- 4.F SAC Meeting #2

Task 5 Public Outreach #2

5.1 Publicity for Public Event #2

Consultant shall prepare publicity material for "Public Event #2," including content for press

releases, text and graphics suitable for advertisements, and identify effective methods of publicizing Public Event #2. City shall provide logistics, prepare and send mailings, post announcements and place advertisements to publicize Public Event #2. Consultant shall provide Publicity for Public Event #2 to City and APM at least one month prior to Public Event #2 for review and comment unless a later date is approved by the APM and Consultant in writing.

5.2 Presentation Materials for Public Event #2

Consultant shall prepare an agenda and presentation materials for Public Event #2, including graphical display boards. Consultant shall coordinate with City and Agency to review and approve the format for Public Event #2.

Consultant shall provide presentation materials for Public Event #2 to City and Agency for review, at least 10 business days prior to Public Event #2. City and Agency shall provide comments on the draft presentation materials at least five business days before Public Event #2. Consultant shall revise the draft presentation materials for Public Event #2 to reflect comments received from City and Agency.

5.3 Public Event #2

City shall arrange and Consultant shall attend, lead and facilitate Public Event #2 to seek public input and consensus on land use options, supportive street design and Tier 1 screening in Revised Draft Memorandum #6. At least two Consultant team members shall attend Public Event #2.

City shall prepare a paper comment form and an electronic version available on the project website, and Title VI forms and a sign-in sheet. City shall provide copies of the Alternatives Booklet prepared in Task 4.

Public Event #2 must occur within eight months of the NTP unless a later date is approved by the APM and Consultant in writing.

City shall provide Consultant with comments received since Public Event #1 from the Project Website and through other means not otherwise available to Consultant. Consultant shall provide a written summary of key issues and concerns raised at Public Event #2 and in comments provided by City, and a list of resulting City and Consultant action items, to City and Agency within one week of the conclusion of Public Event #2.

5.4 Revised Memorandum #6

Consultant shall revise Revised Draft Memorandum #6 in response to direction from City based on comments by reviewers and from participants in TAC Meeting #2, SAC Meeting #2, and Public Event #2, to create "Final Memorandum #6." City Project Manager shall provide Consultant with compiled comments and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Final Memorandum #6 to City and APM no more than two weeks after Public Event #2 unless a later date is approved by the APM and Consultant in writing.

City Deliverables

5.a Publicity for Public Event #2

- 5.b Public Event #2
- 5.c Review and comment on Consultant deliverables

Consultant Deliverables

- 5.A Publicity Material for Public Event #2
- 5.B Presentation Materials for Public Event #2
- 5.C Public Event #2
- 5.D Revised Memorandum #6

Task 6 Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements

6.1 Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements

Consultant shall prepare draft memorandum #7 that identifies a preferred land use alternative and an associated supportive set of public improvements in the Study Area, based on the results of Task 4 analysis, Tasks 4 and 5 input, and City guidance (“Draft Memorandum #7”). The preferred land use alternative and public improvements must be depicted in overhead views (plan view) and two street views with perspective. The plan view must show proposed land use plan designation and zoning on each parcel. Transportation system improvements must be shown in cross section diagrams when applicable and overhead views (plan views). City shall advise Consultant as to the preferred combination of cross sections for any corridor street design improvements.

The preferred land use alternative in Draft Memorandum #7 must be based on land use and transportation alternatives developed and considered in Tasks 4 and 5, modified as directed by City to reflect input received on those alternatives.

Draft Memorandum #7 must contain the following elements:

- Tier 2 Evaluation of Preferred Land Use Alternative
 - Demonstrate performance of the preferred land use alternative against evaluation criteria from Revised Memorandum #5.
 - Identify key parcels and locations where new development or redevelopment is likely to occur.
 - Show where proposed plan designations, zoning, and development regulations would be applied in the Study Area.
 - Identify the amount of parking needed to support preferred land uses and options for meeting parking needs.
- Tier 2 Evaluation of Transportation System Improvements
 - Demonstrate performance of transportation system improvements against evaluation criteria from Revised Memorandum #5.
 - Identify changes to streetscape, landscaping, pedestrian improvements, art installation locations, travel lanes, transit facilities, bicycle facilities, and other street elements within the right-of-way.
 - Show how improvements affecting street design would be accommodated within the existing right-of-way.

- Identify design and street configuration elements that deviate from City and ODOT standards and why those deviations are recommended.
- Show where alteration of existing public and private approaches (driveways) would be required and where opportunities exist to alter existing public and private approaches to improve operation of the street or to mitigate safety concerns.
- Include a planning-level cost estimate of transportation system improvements. The cost estimate must represent the full cost to construct the improvement, including demolition, pavement, curb, sidewalk, signing & striping, drainage, and landscaping costs.
- Outline a general implementation strategy, such as potential phasing approach that identifies conceptual packages of near-term and longer-term improvements.

Traffic Operations and Safety Analysis

Unless otherwise specified in Methodology Memorandum (task 2.3), the Tier 2 evaluation in Draft Memorandum #7 must include multimodal assessment of traffic operation and safety in the Study Area with changes in land use resulting from the preferred land use alternative (“Tier 2 Evaluation”). The Tier 2 Evaluation may include criteria in addition to those used in the Tier 1 Screening such as cost estimates, right-of-way issues, vehicle congestion, queuing, and conditions for non-auto modes of travel. The Tier 2 Evaluation must identify measures to mitigate unfavorable conditions identified at specific locations.

Consultant shall to develop assumptions for a model run of the regional travel demand model based on the preferred land use alternative and transportation system improvements with input from City. Consultant shall conduct one Future Year (2035) model run to generate traffic forecasts at intersections on West Marine Drive in the Study Area. Consultant shall conduct detailed traffic analysis using the model to evaluate intersection operations on West Marine Drive in the Study Area. The traffic options analysis for the preferred land use alternative must analyze the same travel characteristics as the Baseline Transportation Conditions analysis (Revised Memorandum #3) prepared for the Study Area, including impacts on traffic volumes, intersection operation (LOS), vehicle queuing lengths, travel time, impacts to adjacent streets and neighborhoods (cut-through traffic), and impacts to all travel modes.

Traffic operations analysis conducted for Draft Memorandum #7 must utilize only one consistent set of assumptions for future land uses in the Study Area. These assumptions must be based on the preferred land use alternative.

The Tier 2 Evaluation must include an assessment of future conditions for walking, bicycling, and transit in the Study Area. The multi-modal assessment in Draft Memorandum #7 must include:

1. Transit service frequency, transit service span, and transit routes (provided by the Sunset Empire Transportation District);
2. Level of travel stress measures for bicyclists as outlined in the ODOT Analysis Procedures Manual;
3. Simplified (qualitative) LOS for pedestrians that
 - a. Will follow ODOT Analysis Procedures Manual if methodology is available

- b. If not, will apply Multi-Modal LOS criteria in a qualitative assessment
- 4. Qualitative assessments of walkability and bikeability.

Consultant shall prepare an analysis of safety conditions along West Marine Drive in the Study Area. The safety analysis must include crash modification factors to estimate potential crash reduction of the preferred land use alternative and transportation system improvements.

Costs and Funding

Consultant shall identify planning-level costs and potential sources of funding for publically-provided improvements and services included in Draft Memorandum #7. Potential sources of funding must include existing funding mechanisms used by City as well as mechanisms used by other municipalities used to fund similar improvements and services. Consultant shall estimate the capacity of each potential source to fund or finance improvements and services in Draft Memorandum #7.

Tier 2 Evaluation

Consultant shall conduct an evaluation of the preferred land use alternative and public investments using the evaluation criteria established in Revised Memorandum #5, standard criteria for the evaluation of transportation system impacts, and other criteria approved by City Project Manager.

Consultant shall provide Draft Memorandum #7 to the City and APM within nine months of the NTP unless a later date is approved by the APM and Consultant in writing.

6.2 Draft Memorandum #8: Implementation Measures

Consultant shall prepare a draft memorandum #8 that specifies the plan amendments, development code amendments, and other measures recommended for adoption by City to implement the preferred land use and public improvements identified in Draft Memorandum #7 ("Draft Memorandum #8"). Consultant shall consider development code concepts contained in the Transportation and Growth Management Program publication *Smart Development Code for Small Cities* (<http://www.oregon.gov/LCD/TGM/Pages/modelcode.aspx>) for the development of code amendments in Draft Memorandum #8.

The revised zoning regulations (code language) must follow the format of City's Development Code/Zoning Ordinances. The recommended street design (cross sections) must be in a format that can be adopted into the TSP and must include specific transportation projects that can be adopted as TSP amendments.

Proposed amendments to existing City documents in Draft Memorandum #8 must be indicated by underlined text for additions and strikeout text for deletions to City's existing plans, codes, and related documents. Consultant shall provide Draft Memorandum #8 to City and APM for review within nine months of the NTP unless a later date is approved by the APM and Consultant in writing.

6.3 Preferred Land Use Alternative and Public Improvement Plan Booklet

Consultant shall prepare Preferred Land Use Alternative and Public Improvement Plan Booklet (“Preferred Plan Booklet”), summarizing the following items:

- Type, style, and density of preferred land uses based on proposed plan designations and zoning regulations;
- Transportation system improvements needed to support planned land uses and improve conditions for people walking, bicycling, and riding transit;
- Other public investments needed to support planned land uses and development activity;
- Potential phasing of improvements, with short-term projects for immediate implementation and long-term incremental improvement projects that can be constructed as financing becomes available or in conjunction with private investment actions;
- Cost estimates and potential funding sources for public improvements and services;
- Strategies for plan implementation in Draft Memorandum #8; and
- Results of the Tier 2 Evaluation of the preferred land uses and public investments.

The Preferred Plan Booklet is intended for a non-technical general public audience. The Preferred Plan Booklet must use easily understandable graphical representations.

Consultant shall also prepare a total of two to three graphics depicting land use, key design treatments and street-related public amenities to include in the Preferred Plan Booklet. City shall provide Consultant with direction on which key design and land use treatments and street-related public amenities must be illustrated in the graphics. Consultant shall provide City and APM with draft Preferred Plan Booklet within three weeks of delivery of Revised Memorandum #8 unless a later date is approved by the APM and Consultant in writing. Consultant shall revise the Preferred Plan Booklet based on comments and guidance from City before it is made available to the public. City shall distribute the Preferred Plan Booklet following protocols established in the Public Involvement Strategy memorandum.

6.4 TAC Meeting #3

City shall arrange and Consultant shall attend and lead TAC Meeting #3 to:

1. Review preferred land use alternative and public improvements and Tier 2 evaluation in Draft Memorandum #7;
2. Solicit input on steps that may be needed to implement preferred land use alternative and public improvements, including those in Draft Memorandum #8; and
3. Solicit TAC member support for the proposed changes and investments in Draft Memorandum #7.

TAC Meeting #3 must occur within two weeks of delivery of Revised Draft Memorandum #8 to the City and APM unless a later date is approved by the APM and Consultant in writing. Consultant shall provide City and APM with a written summary that identifies TAC members who participated in TAC Meeting #3 as well as City and Consultant action items, within one week of the conclusion of TAC Meeting #3. At least two Consultant team members must attend TAC Meeting #3.

6.5 SAC Meeting #3

City shall arrange, and Consultant shall attend and lead, SAC Meeting #3 on the same day as the TAC Meeting #3 to:

1. Review preferred land use alternative and public improvements and Tier 2 evaluation in Draft Memorandum #7;
2. Solicit input on steps that may be needed to implement preferred land use alternative and public improvements, including those in Draft Memorandum #8; and
3. Solicit SAC member support for the proposed changes and investments in Draft Memorandum #7.

SAC Meeting #3 must occur within two weeks of delivery of Revised Draft Memorandum #8 to the City and APM unless a later date is approved by the APM and Consultant in writing. Within one week of the conclusion of SAC Meeting #3, Consultant shall provide City and APM with a written summary that identifies key issues and concerns discussed at the meeting as well as City and Consultant action items. At least two Consultant team members must attend SAC Meeting #3.

City Deliverables

- 6.a Distribution of Preferred Land Use Alternative and Public Improvement Plan Booklet
- 6.b TAC Meeting #3
- 6.c SAC Meeting #3
- 6.d Review and comment on Consultant deliverables

Consultant Deliverables

- 6.A Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements
- 6.B Draft Memorandum #8: Implementation Measures
- 6.C Preferred Land Use Alternative and Public Improvement Plan Booklet
- 6.D TAC Meeting #3
- 6.E SAC Meeting #3

Task 7 Public Outreach #3

7.1 Publicity for Public Event #3

Consultant shall prepare publicity material for "Public Event #3," including content for press releases, text, and graphics suitable for advertisements. City shall provide logistics, prepare and send mailings, post announcements, and place advertisements to publicize Public Event #3. Consultant shall provide Publicity for Public Event #3 to City and APM at least one month prior to Public Event #2 for review and comment unless a later date is approved by the APM and Consultant in writing.

7.2 Presentation Material for Public Event #3

Consultant shall prepare presentation materials for Public Event #3, including an agenda, graphical display boards, a comment form, a sign-in sheet and the Preferred Plan Booklet. Consultant's presentation material for Public Event #3 must include material to solicit public

input on the preferred land use alternative and public investments developed in Task 6.
Consultant shall coordinate with City to review and approve the format for Public Event #3.

Consultant shall provide presentation materials for Public Event #3 to City and Agency at least 10 working days prior to Public Event #3 for review. City and Agency shall provide comments on these presentation materials at least five working days before Public Event #3. Consultant shall revise the presentation materials for Public Event #3 to reflect comments received from City and Agency.

7.3 Public Event #3

City shall arrange, and Consultant shall attend, lead and facilitate, Public Event #3 to seek public input on the preferred land use alternative and public investments identified in Task 6. At least two members of Consultant team shall attend Public Event #3.

City shall provide copies of the Preferred Plan Booklet prepared in Task 6 for distribution to attendees of Public Event #3. Public Event #3 must occur within ten months of the NTP unless a later date is approved by the APM and Consultant in writing. City shall provide Consultant with comments received since Public Event #2 from the Project Website and through other means not otherwise available to Consultant. Consultant shall provide a written summary of key issues and concerns raised at Public Event #3 and in comments provided by City, and a list of resulting City and Consultant action items, within one week of the conclusion of Public Event #3.

7.4 Revised Memorandum #7

Consultant shall revise Draft Memorandum #7 in response to direction from City based on comments by reviewers and from participants in TAC Meeting #3, SAC Meeting #3, and Public Event #3. City Project Manager shall provide Consultant with compiled comments and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised Memorandum #7 to City and APM within two weeks after Public Event #3 unless a later date is approved by the APM and Consultant in writing. Revised Memorandum #7 must identify a final set of preferred land uses and public improvements for implementation in the Uniontown Reborn Master Plan.

7.5 Revised Memorandum #8

Consultant shall revise Draft Memorandum #8 in response to direction from City based on comments by reviewers and from participants in TAC Meeting #3 and SAC Meeting #3. City Project Manager shall provide Consultant with compiled comments and provide guidance to Consultant to resolve any potentially conflicting viewpoints. Consultant shall provide Revised Memorandum #8 to City and APM within two weeks after Public Event #3 unless a later date is approved by the APM and Consultant in writing. Revised Memorandum #8 must identify a final set of proposed plan and code amendments necessary to implement the preferred land use and public investments identified in Revised Memorandum #7.

City Deliverables

- 7.a Publicity for Public Event #3
- 7.b Public Event #3

7.c Review and comment on Consultant deliverables

Consultant Deliverables

- 7.A Publicity Material for Public Event #3
- 7.B Presentation Materials for Public Event #3
- 7.C Public Event #3
- 7.D Revised Memorandum #7
- 7.E Revised Memorandum #8

Task 8 Uniontown Reborn Master Plan Adoption

8.1 Draft Uniontown Reborn Master Plan

Consultant prepare a draft Uniontown Reborn Master Plan (“Draft Uniontown Reborn Master Plan”) and shall compile and synthesize text and graphics developed through the Services into the Draft Uniontown Reborn Master Plan. The Draft Uniontown Reborn Master Plan must modify completed deliverables to address and incorporate input on those deliverables received from meetings, public events, and the Project Website. City Project Manager shall provide Consultant with guidance on changes to deliverables needed to develop the Draft Uniontown Reborn Master Plan.

Draft Uniontown Reborn Master Plan must identify all changes in plan designation, zoning, development regulations, and planned public investments in the Study Area. The Draft Uniontown Reborn Master Plan must include a strategy for implementation based on consideration of likely private and public costs, need for agency cooperation, funding sources and financing methods including potential public-private partnerships, pattern and timing or phasing of development and redevelopment, and other relevant factors. Portions of deliverables developed through the Services that are recommended but not required for plan implementation must be included in appendices. The Draft Uniontown Reborn Master Plan must be provided to the City and APM within twelve months of NTP unless a later date is approved by the APM and Consultant in writing.

8.2 TAC Meeting #4

City shall arrange and lead TAC Meeting #4 to review the Draft Uniontown Reborn Master Plan and solicit input on any outstanding issues or concerns related to adoption or implementation of the Draft Uniontown Reborn Master Plan, including its implementing policies and ordinances. Consultant shall attend TAC Meeting #4 to answer questions.

TAC Meeting #4 must occur within two weeks of delivery of the Draft Uniontown Reborn Master Plan to the City and APM unless a later date is approved by the APM and Consultant in writing. Consultant shall provide to City and APM a written summary that identifies committee members who participated in TAC Meeting #4 as well as City and Consultant action items, within one week of the conclusion of TAC Meeting #4.

8.3 SAC Meeting #4

City shall arrange and lead SAC Meeting #4 to review the Draft Uniontown Reborn Master Plan

and solicit input on any outstanding issues or concerns related to adoption or implementation of the Draft Uniontown Reborn Master Plan, including its implementing policies and ordinances. Consultant shall attend SAC Meeting #4, which will be held on the same date as TAC Meeting #4 (Task 8.2) to answer questions.

SAC Meeting #4 must occur within two weeks of delivery of the Draft Uniontown Reborn Master Plan to the City and APM unless a later date is approved by the APM and Consultant in writing. Consultant shall provide a written summary that identifies committee members who participated in SAC Meeting #4 as well as City and Consultant action items, to City and APM within one week of the conclusion of SAC Meeting #4.

8.4 Neighborhood Groups Update #2

City shall arrange and lead Neighborhood Groups Update #2, focusing on the Draft Uniontown Reborn Master Plan. City shall determine the number of Neighborhood Group Updates to hold and the schedule when they occur. City shall complete a memorandum that identifies stakeholders who participated in the meetings and their key issues and concerns, within one week of the conclusion of Neighborhood Groups Update #2.

8.5 Revised Draft Uniontown Reborn Master Plan

Consultant shall revise the Draft Uniontown Reborn Master Plan to respond to comments from TAC and SAC members, stakeholders, and other reviewers and create a revised Draft Uniontown Reborn Master Plan ("Revised Draft Uniontown Reborn Master Plan"). City Project Manager shall provide guidance to Consultant on the overall content of the Revised Draft Uniontown Reborn Master Plan and to resolve conflicting comments. City shall provide comments and guidance on revisions to the Draft Uniontown Master Plan within one week of TAC Meeting #4 unless a later date is approved by the APM and Consultant in writing. Consultant shall provide Revised Draft Uniontown Master Plan to the City and APM within two weeks of TAC Meeting #4, including updated graphics to reflect changes in the Revised Draft Uniontown Reborn Master Plan.

8.6 Joint Planning Commission, City Council, and Astoria Development Commission Work Session

City shall arrange and lead a Joint Planning Commission, City Council, and Astoria Development Commission Work Session to present the Revised Draft Uniontown Reborn Master Plan, including its implementing policies and ordinances, and solicit input. Consultant shall attend work session to answer questions. City shall seek to schedule Joint Planning Commission, City Council, and Astoria Development Commission Work Session within fourteen months of the NTP unless a later date is approved by the APM and City in writing.

8.7 Final Draft Uniontown Reborn Master Plan

Consultant shall revise the Revised Draft Uniontown Reborn Master Plan to produce a final Draft Uniontown Reborn Master Plan ("Final Draft Uniontown Reborn Master Plan") to respond to comments, as directed by City Project Manager, from the Planning Commission, City Council, and Astoria Development Commission. Consultant shall provide the Final Draft Uniontown

Master Plan to the City and APM within two weeks of Joint Planning Commission, City Council, and Astoria Development Commission Work Session, including preparation of updated graphics.

8.8 Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation

City shall prepare a “Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation” and submit it to the Department of Land Conservation and Development, a minimum of 35 days prior to the Planning Commission Public Hearing.

8.9 Planning Commission Public Hearing

City shall arrange and lead a Planning Commission Public Hearing to present the Final Draft Uniontown Reborn Master Plan, including its implementing policies and ordinances, and seek Planning Commission recommendation for approval. Consultant shall attend the Planning Commission meeting to answer questions. City shall seek to schedule the Planning Commission Public Hearing within sixteen months of the NTP unless a later date is approved by the APM and City in writing.

8.10 City Council Public Hearing

City shall arrange and lead a City Council Public Hearing to present and seek approval of the Final Draft Uniontown Reborn Master Plan, including its implementing policies and ordinances. Consultant shall attend the City Council meeting to answer questions. City shall seek to schedule the City Council Public Hearing within eighteen months of the NTP unless a later date is approved by the APM and City in writing.

8.11 Final Uniontown Reborn Master Plan

Consultant shall prepare a final Uniontown Reborn Master Plan (“Final Uniontown Reborn Master Plan”), which incorporates the result of any City Council actions taken during adoption of the Final Draft Uniontown Reborn Master Plan. Consultant shall prepare updated graphics and analysis to develop the Final Uniontown Reborn Master Plan.

Consultant shall provide three hard copies and two CDs of the Final Uniontown Reborn Master Plan and all Project deliverables to City and APM within two weeks of the final City Council Public Hearing for adoption of the Uniontown Reborn Master Plan. Electronic versions of Project deliverables must be provided to City and APM in both MSWord and .pdf formats.

8.12 Title VI Report

City shall prepare and submit to the APM a report delineating Title VI activities and documenting Project processes and outreach for all low income, race, gender and age groups. The Title VI must be provided to the APM within two weeks of the final City Council Public Hearing for adoption of the Uniontown Reborn Master Plan.

City Deliverables

- 8.a TAC Meeting #4
- 8.b SAC Meeting #4
- 8.c Neighborhood Groups Update #2

- 8.d Joint Planning Commission, City Council, and Astoria Development Commission Work Session
- 8.e Notice of Proposed Change to a Comprehensive Plan or Land Use Regulation
- 8.f Planning Commission Public Hearing
- 8.g City Council Public Hearing
- 8.h Title VI Report
- 8.i Review and comment on Consultant deliverables

Consultant Deliverables

- 8.A Draft Uniontown Reborn Master Plan
- 8.B TAC Meeting #4
- 8.C SAC Meeting #4
- 8.D Revised Draft Uniontown Reborn Master Plan
- 8.E Joint Planning Commission, City Council, and Astoria Development Commission Work Session
- 8.F Final Draft Uniontown Reborn Master Plan
- 8.G Planning Commission Public Hearing
- 8.H City Council Public Hearing
- 8.I Final Uniontown Reborn Master Plan

Project Schedule

Consultant shall complete all Tasks and deliver all deliverables according to the delivery due dates specified in this SOW or in the Project Deliverable Schedule below. Consultant shall complete all Tasks and Deliverables as specified in this SOW or Project Milestone Schedule, as applicable, for each Task and Deliverable but Consultant shall deliver the final deliverable no later than February 28, 2019, unless an earlier delivery date is specified in this SOW or agreed to in writing by Agency and Consultant.

Project Deliverable Schedule

Task	Title	Period
1	Project Reconnaissance and Kickoff	
1.A	Background Information Memorandum	Within four weeks of NTP
1.B	Draft Memorandum #1: Plan Assessment	Within four weeks of NTP
1.C	Stakeholder Interviews	Within six weeks of NTP
1.D	Public Involvement Strategy Memorandum	Within four weeks of NTP
1.E	Project Kickoff Meeting	Within two weeks of NTP
1.F	Initial Outreach Flyer	Within four weeks of NTP
1.G	Initial Content for Project Website	Within four weeks of NTP
2	Identify and Analyze Existing and Forecast Conditions	
2.A	Property and Business Owner Survey	Within six weeks of NTP
2.B	Draft Memorandum #2: Land Use Conditions	Within two months of NTP
2.C	Methodology Memorandum	Within two months of NTP

Task	Title	Period
2.D	Draft Memorandum #3: Baseline Transportation Conditions	Within three months of NTP
2.E	Draft Memorandum #4: Economic Conditions	Within three months of NTP
2.F	Draft Memorandum #5: Evaluation Criteria	Within three months of NTP
2.G	TAC and SAC Meeting #1	Within four months of NTP
3	Public Outreach #1	
3.A	Publicity Material for Public Event #1	At least one month prior to Public Event #1
3.B	Presentation Material for Public Event #1	At least ten working days prior to Public Event #1
3.C	Public Event #1	Within five months of NTP
3.D	Revised Memorandum #1	Within two weeks after Public Event #1
3.E	Revised Memorandum #2	Within two weeks after Public Event #1
3.F	Revised Memorandum #3	Within two weeks after Public Event #1
3.G	Revised Memorandum #4	Within two weeks after Public Event #1
3.H	Revised Memorandum #5	Within two weeks after Public Event #1
4	Tier 1 Screening of Land Use Alternatives and Public Improvements	
4.A	Draft Memorandum #6: Tier 1 Screening of Land Use Alternatives and Public Improvements	Within six months of NTP
4.B	ODOT Technical Review Meeting of Draft Memorandum #6	Within two weeks of delivery of Draft Memorandum #6
4.C	Revised Draft Memorandum #6	Within two weeks of ODOT Technical Review of Draft Memorandum #6
4.D	Land Use Alternatives and Transportation System Options Booklet	Within one weeks of delivery of Revised Draft Memorandum #6
4.E	TAC Meeting #2	Within two weeks of delivery of Revised Draft Memorandum #6
4.F	SAC Meeting #2	Within two weeks of delivery of Revised Draft Memorandum #6
5	Public Outreach #2	
5.A	Publicity Material for Public Event #2	At least one month prior to Public Event #2
5.B	Presentation Materials for Public Event #2	At least ten working days prior to Public Event #2
5.C	Public Event #2	Within eight months of NTP

Task	Title	Period
5.D	Revised Memorandum #6	Within two weeks of Public Event #2
6	Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements	
6.A	Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements	Within nine months of NTP
6.B	Draft Memorandum #8: Implementation Measures	Within nine months of NTP
6.C	Preferred Land Use Alternative and Public Improvement Plan Booklet	Within three weeks of delivery of Revised Memorandum #8
6.D	TAC Meeting #3	Within two weeks of delivery of Revised Memorandum #8
6.E	SAC Meeting #3	Within two weeks of delivery of Revised Memorandum #8
7	Public Outreach #3	
7.A	Publicity Material for Public Event #3	At least one month prior to Public Event #3
7.B	Presentation Materials for Public Event #3	At least ten working days prior to Public Event #3
7.C	Public Event #3	Within ten months of NTP
7.D	Revised Memorandum #7	Within two weeks after Public Event #3
7.E	Revised Memorandum #8	Within two weeks after Public Event #3
8	Uniontown Master Plan Adoption	
8.A	Draft Uniontown Reborn Master Plan	Within twelve months of NTP
8.B	TAC Meeting #4	Within two weeks of delivery of Draft Uniontown Reborn Master Plan
8.C	SAC Meeting #4	Within two weeks of delivery of Draft Uniontown Reborn Master Plan
8.D	Revised Draft Uniontown Reborn Master Plan	Within two weeks of TAC Meeting #4
8.E	Joint Planning Commission, City Council, and Astoria Development Commission Work Session	Within fourteen months of NTP
8.F	Final Draft Uniontown Reborn Master Plan	Within two weeks of Joint Planning Commission, City Council, and Astoria Development Commission Work Session
8.G	Planning Commission Public Hearing	Within sixteen months of NTP
8.H	City Council Public Hearing	Within eighteen months of NTP
8.I	Final Uniontown Reborn Master Plan	Within two weeks of City Council Public Hearing

CITY MATCH PLAN

Task		Estimated Value of Contribution		
		Staff Time	Direct Expense	Total Value
1	Project Reconnaissance and Kickoff	\$8,840	\$350	\$9,190
2	Identify and Analyze Existing and Forecast Conditions	\$5,440	\$50	\$5,490
3	Public Outreach #1	\$2,890	\$100	\$2,990
4	Tier 1 Screening of Land Use Options and Public Improvements	\$3,570	\$210	\$3,780
5	Public Outreach #2	\$1,700	\$100	\$1,800
6	Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements	\$5,610	\$50	\$5,660
7	Public Outreach #3	\$3,570	\$100	\$3,670
8	Uniontown Reborn Master Plan Adoption	\$7,140	\$50	\$7,190
	Total City Contribution (Estimated)	\$38,760	\$1,010	\$39,770
	Required City Match (12% of Total Project Cost)			\$27,723
	Estimated Over Match			\$12,047

Note: Value of City staff time based on estimated number of City staff hours times an assumed average rate of \$85 per hour.

CONSULTANT AMOUNT PER DELIVERABLE TABLE

Task / Deliverable		Lump Sum per Deliverable Amount
1	Project Reconnaissance and Kickoff	\$17,100
1.A	Background Information	\$700
1.B	Draft Memorandum #1: Plan Assessment	\$5,200
1.C	Stakeholder Interviews	\$2,800
1.D	Public Involvement Strategy Memorandum	\$800
1.E	Project Kickoff Meeting and Refined Project Schedule	\$5,100
1.F	Initial Outreach Flyer	\$1,800
1.G	Initial Content for Project Website	\$700
2	Identify and Analyze Existing and Forecast Conditions	\$33,600
2.A	Property and Business Owner Survey	\$2,300
2.B	Draft Memorandum #2: Land Use Conditions	\$4,100
2.C	Methodology Memorandum	\$3,700

Task / Deliverable		Lump Sum per Deliverable Amount
2.D	Draft Memorandum #3: Baseline Transportation Conditions	\$11,700
2.E	Draft Memorandum #4: Economic Conditions	\$3,900
2.F	Draft Memorandum #5: Evaluation Criteria	\$3,200
2.G	TAC and SAC Meeting #1	\$4,700
3	Public Outreach #1	\$20,400
3.A	Publicity Material for Public Event #1	\$1,300
3.B	Presentation Material for Public Event #1	\$3,600
3.C	Public Event #1	\$5,800
3.D	Revised Memorandum #1: Plan Assessment	\$2,200
3.E	Revised Memorandum #2: Land Use Conditions	\$1,300
3.F	Revised Memorandum #3: Baseline Transportation Conditions	\$2,900
3.G	Revised Memorandum #4: Economic Conditions	\$1,400
3.H	Revised Memorandum #5: Evaluation Criteria	\$1,900
4	Tier 1 Screening of Land Use Options and Public Improvements	\$38,500
4.A	Draft Memorandum #6: Tier 1 Screening of Land Use Alternatives and Public Improvements	\$22,100
4.B	ODOT Technical Review Meeting of Draft Memorandum #6	\$3,600
4.C	Revised Draft Memorandum #6	\$2,400
4.D	Land Use Alternatives and Transportation System Options Booklet	\$5,600
4.E	TAC Meeting #2	\$3,700
4.F	SAC Meeting #2	\$1,100
5	Public Outreach #2	\$12,800
5.A	Publicity Material for Public Event #2	\$700
5.B	Presentation Materials for Public Event #2	\$6,500
5.C	Public Event #2	\$4,100
5.D	Revised Memorandum #6	\$1,500
6	Tier 2 Evaluation of Preferred Land Use Alternative and Public Improvements	\$40,300
6.A	Draft Memorandum #7: Preferred Land Use Alternative and Public Improvements	\$24,500
6.B	Draft Memorandum #8: Implementation Measures	\$5,800
6.C	Preferred Land Use Alternative and Public Improvement Plan Booklet	\$5,200
6.D	TAC Meeting #3	\$3,700
6.E	SAC Meeting #3	\$1,100
7	Public Outreach #3	\$13,800
7.A	Publicity Material for Public Event #3	\$700
7.B	Presentation Material for Public Event #3	\$4,400
7.C	Public Event #3	\$4,600

Task / Deliverable		Lump Sum per Deliverable Amount
7.D	Revised Memorandum #7	\$2,100
7.E	Revised Memorandum #8	\$2,000
8	Uniontown Reborn Master Plan Adoption	\$26,800
8.A	Draft Uniontown Reborn Master Plan	\$8,200
8.B	TAC Meeting #4	\$2,400
8.C	SAC Meeting #4	\$800
8.D	Revised Draft Uniontown Reborn Master Plan	\$5,000
8.E	Joint Planning Commission, City Council, and Astoria Development Commission Work Session	\$2,800
8.F	Final Draft Uniontown Reborn Master Plan	\$1,600
8.G	Planning Commission Public Hearing	\$2,300
8.H	City Council Public Hearing	\$2,300
8.I	Final Uniontown Reborn Master Plan	\$1,400
	TOTAL	\$203,300

EXHIBIT B (Local Agency or State Agency)

CONTRACTOR CERTIFICATION

Contractor certifies by signing this contract that Contractor has not:

- (a) Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant), any fee, contribution, donation or consideration of any kind for or in connection with, procuring or carrying out the contract, except as here expressly stated (if any):

Contractor further acknowledges that this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

AGENCY OFFICIAL CERTIFICATION (ODOT)

Department official likewise certifies by signing this contract that Contractor or his/her representative has not been required directly or indirectly as an expression of implied condition in connection with obtaining or carrying out this contract to:

- (a) Employ, retain or agree to employ or retain, any firm or person or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation or consideration of any kind except as here expressly stated (if any):

Department official further acknowledges this certificate is to be furnished to the Federal Highway Administration, and is subject to applicable State and Federal laws, both criminal and civil.

EXHIBIT C

Federal Provisions
Oregon Department of Transportation

I. CERTIFICATION OF NONINVOLVEMENT IN ANY DEBARMENT AND SUSPENSION

Contractor certifies by signing this contract that to the best of its knowledge and belief, it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements or receiving stolen property;

4. Have not within a three-year period preceding this contract had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Contractor is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

List exceptions. For each exception noted, indicate to whom the exception applies, initiating agency, and dates of action. If additional space is required, attach another page with the following heading: Certification Exceptions continued, Contract Insert.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The Contractor is advised that by signing this contract, the Contractor is deemed to have signed this certification.

II. INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS

1. By signing this contract, the Contractor is providing the certification set out below.
2. The inability to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Contractor shall explain why he or she cannot provide the certification set out below. This explanation will be considered in connection with the Oregon Department of Transportation determination to enter into this transaction. Failure to furnish an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government or the Department may terminate this transaction for cause or default.
4. The Contractor shall provide immediate written notice to the Department if at any time the Contractor learns that its certification was

erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Department's Program Section (Tel. (503) 986-3400) to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The Contractor agrees by entering into this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transactions with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction.
7. The Contractor further agrees by entering into this contract that it will include the Addendum to Form FHWA-1273 titled, "Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the Department entering into this covered transaction without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List published by the U. S. General Services Administration.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government or the Department, the Department may terminate this transaction for cause or default.

III. ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this contract, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this contract that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it

nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall submit a written explanation to Department.

IV. EMPLOYMENT

1. Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this contract and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranting, Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
2. Contractor shall not engage, on a full or part-time basis or other basis, during the period of the contract, any professional or technical personnel who are or have been at any time during the period of this contract, in the employ of Department, except regularly retired employees, without written consent of the public employer of such person.
3. Contractor agrees to perform consulting services with that standard of care, skill and diligence normally provided by a professional in the performance of such consulting services on work similar to that hereunder. Department shall be entitled to rely on the accuracy, competence, and completeness of Contractor's services.

V. NONDISCRIMINATION

During the performance of this contract, Contractor, for himself, his assignees and successors in interest, hereinafter referred to as Contractor, agrees as follows:

1. Compliance with Regulations. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and Section 162(a) of the Federal-Aid Highway Act of 1973 and the Civil Rights

Restoration Act of 1987. Contractor shall comply with the regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated by reference and made a part of this contract. Contractor, with regard to the work performed after award and prior to completion of the contract work, shall not discriminate on grounds of race, creed, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contract covers a program set forth in Appendix B of the Regulations. In particular, Grantee expressly agrees to comply and require all subcontractors or subrecipients to comply with the following laws, regulations and executive orders to the extent they are applicable to the Project: (a) Title VI and VII of the Civil Rights Act of 1964, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, (c) the Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975, (d) Title IX of the Education Amendment of 1972, (e) the Drug Abuse Office and Treatment Act of 1972, (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (g) Section 523 and 527 of the Public Health Service Act of 1912, (h) Title VIII of the Civil Rights act of 1968, (i) the Hatch Act (U.S.C. 1501-1508 ad 7328), (j) Davis-Bacon Act (40 U.S.C. 276a to 276a7), (k) the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), (l) the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), (m) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this

Agreement and required by law to be so incorporated. No federal funds may be used to provide work in violation of 42 U.S.C. 14402.

2. Solicitation for Subcontractors, including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations made by Contractor for work to be performed under a subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and regulations relative to nondiscrimination on the grounds of race, creed, color, sex or national origin.
3. Nondiscrimination in Employment (Title VII of the 1964 Civil Rights Act). During the performance of this contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
 - b. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
4. Information and Reports. Contractor will provide all information and reports required by the Regulations or orders and instructions issued pursuant thereto, and will permit access to his books, records, accounts, other sources of information, and his facilities as may be determined by Department or FHWA as appropriate, and shall set forth what efforts he has made to obtain the information.

5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of the contract, Department shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to Contractor under the agreement until Contractor complies; and/or
 - b. Cancellation, termination or suspension of the agreement in whole or in part.
6. Incorporation of Provisions. Contractor will include the provisions of paragraphs 1 through 6 of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt from Regulations, orders or instructions issued pursuant thereto. Contractor shall take such action with respect to any subcontractor or procurement as Department or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, Department may, at its option, enter into such litigation to protect the interests of Department, and, in addition, Contractor may request Department to enter into such litigation to protect the interests of the State of Oregon.

VI. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

In accordance with Title 49, Code of Federal Regulations, Part 26, Contractor shall agree to abide by and take all necessary and reasonable steps to comply with the following statement:

DBE POLICY STATEMENT

DBE Policy. It is the policy of the United States Department of Transportation (USDOT) to practice nondiscrimination on the basis of race, color, sex and/or national origin in the award and administration of USDOT assist contracts. Consequently, the DBE requirements of 49 CFR 26 apply to this contract.

Required Statement For USDOT Financial Assistance Agreement. If as a condition of assistance the Agency has submitted and the US Department of Transportation has approved a Disadvantaged Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action

program is incorporated into the financial assistance agreement by reference.

DBE Obligations. The Oregon Department of Transportation (ODOT) and its contractor agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR 26 have the opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR 26 to ensure that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts. Neither ODOT nor its contractors shall discriminate on the basis of race, color, national origin or sex in the award and performance of federally-assisted contracts. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of such contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as ODOT deems appropriate.

The DBE Policy Statement and Obligations shall be included in all subcontracts entered into under this contract.

Records and Reports. Contractor shall provide monthly documentation to Department that it is subcontracting with or purchasing materials from the DBEs identified to meet contract goals. Contractor shall notify Department and obtain its written approval before replacing a DBE or making any change in the DBE participation listed. If a DBE is unable to fulfill the original obligation to the contract, Contractor must demonstrate to Department the Affirmative Action steps taken to replace the DBE with another DBE. Failure to do so will result in withholding payment on those items. The monthly documentation will not be required after the DBE goal commitment is satisfactory to Department.

Any DBE participation attained after the DBE goal has been satisfied should be reported to the Departments.

DBE Definition. Only firms DBE certified by the State of Oregon, Department of Consumer & Business Services, Office of Minority, Women & Emerging Small Business, may be utilized to satisfy this obligation.

CONTRACTOR'S DBE CONTRACT GOAL

DBE GOAL 0 %

By signing this contract, Contractor assures that good faith efforts have been made to meet the goal for the DBE participation specified in the contract for this project as required by ORS 200.045, and 49 CFR 26.53 and 49 CFR, Part 26, Appendix A.

VII. LOBBYING

The Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

The Contractor also agrees by signing this agreement that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

FOR INQUIRY CONCERNING ODOT'S
DBE PROGRAM REQUIREMENT

CONTACT OFFICE OF CIVIL RIGHTS
AT (503)986-4354.

Clean Air, Clean Water, EPA Regulations.

If this Agreement, including amendments, exceeds \$150,000 then Grantee shall comply and require all subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODOT and the appropriate Regional Office of the Environmental Protection Agency. Grantee shall include and require all subcontractors to include language requiring the subcontractor to comply with the federal laws identified in this section.

4. Other Environmental Standards.

Grantee shall comply and require all subcontractors to comply with all applicable environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514; (b) protection of wetlands pursuant to Executive Order 11990; (c) evaluation of flood hazards in flood plains in accordance with Executive Order 11988; (d) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.); (e) conformity of Federal actions to State (Clear Air) Implementation Plans under

Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (f) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (g) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

5. Energy Efficiency. Grantee shall comply and require all subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).

Uniform Guidance and Administrative

Requirements. 2 CFR Part 200, or the equivalent applicable provision adopted by the Federal Funding Agency in 2 CFR Subtitle B, including but not limited to the following:

a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds. Such requirements include, without limitation, that material and equipment shall be used in the program or activity for which it was acquired as long as needed, whether or not the Project continues to be supported by Grant Funds. Ownership of equipment acquired with Grant Funds shall be vested with the Grantee. Costs incurred for maintenance, repairs, updating, or support of such equipment shall be borne by the Grantee. If any material or equipment ceases to be used in Project activities, the Grantee agrees to promptly notify Agency. In such event, Agency may direct the Grantee to transfer, return,

keep, or otherwise dispose of the equipment.

- b. **Procurement Standards.** When procuring goods or services (including professional consulting services) with *state funds*, the applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C; or for *federally funded* projects 2 CFR §§ 200.318 b through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
- c. **Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of Grantee, and Grantee shall also include these contract provisions in its contracts with non-Federal entities. As applicable, Grantee shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with those outlined in ORS Chapters 279, 279A, 279B and 279C.

- 9. **Federal Whistleblower Protection.** Grantee shall comply, and ensure the compliance by subcontractors or subgrantees, with 10 USC 2409 2324 and 41 U.S.C. 4712.

EXHIBIT D	
ELIGIBLE PARTICIPATING COST	
DESCRIPTION	
PERSONNEL SERVICES	
<i>Salaries</i> - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.	
<i>Overtime</i> - Payments to employees for work performed in excess of their regular work shift.	
<i>Shift Differential</i> - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.	
<i>Travel Differential</i> - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.	
SERVICES AND SUPPLIES	
In-State Travel - Per Rates Identified in State Travel Handbook	
<i>Meals & Misc.</i> - Payment for meals incurred while traveling within the State of Oregon.	
<i>Lodging & Room Tax</i> - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.	
<i>Per Diem</i> - Payment for per diem, incurred while traveling within the State of Oregon.	
<i>Other</i> - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.	
<i>Private Car Mileage</i> - Payment for private car mileage while traveling within the State of Oregon.	
Office Expense	
<i>Direct Project Expenses Including:</i>	
<i>Photo, Video & Microfilm Supplies</i> - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.	
<i>Printing, Reproduction & Duplication</i> - Expenditures for services to copy, print, reproduce and/or duplicate documents.	
<i>Postage</i> - Payment for direct project postage.	
<i>Freight & Express Mail</i> - Payment for direct project freight services on outgoing shipments.	
Telecommunications	
<i>Phone Toll Charges (long-distance)</i> - Payment for telephone long distance charges.	
Publicity & Publication	
<i>Publish & Print Photos</i> - Payment for printing and publishing photographs to development of publicity and publications.	
<i>Conferences</i> (costs to put on conference or seminars)	
Equipment \$250 - \$4,999	
NOT ELIGIBLE	
Employee Training, Excluding Travel	
NOT ELIGIBLE	
Training In-State Travel	
NOT ELIGIBLE	
CAPITOL OUTLAY	
NOT ELIGIBLE	

EXHIBIT E

Information Required by 2 CFR 200331(a) (1)

1. Federal Award Identification: 0000(253)
2. Grantee Name (which must match the name associated with 3 below): City of Astoria
3. Grantee's unique entity identifier (i.e. DUNS number): 006156467
4. Federal Award Identification Number (FAIN): 0000(253)
5. Federal Award Date: September 9, 2016
6. Period of Performance Start and End Date: From February 2018 to May 30, 2019
7. Total Amount of Federal Funds Obligated by this Agreement: \$203,300

- A. Total Amount of Federal Award: \$203,300
Federal award project description: 2015-17 Transportation and Growth Management

Program

Name of Federal awarding agency: FHWA
Contact information for awarding official: Linda Swan
Indirect cost rate: 0%

i.a. CFDA Number and Name: 20.205 - Highway Planning and Construction

i.b. Amount: \$203,300

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a CFDA Number and Name: _____

iii.b Amount: _____

- B. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____
Contact information for awarding official: _____

Indirect cost rate: _____

i.a. CFDA Number and Name: _____

i.b. Amount: _____

ii.a. CFDA Number and Name: _____

ii.b. Amount: _____

iii.a CFDA Number and Name: _____

iii.b Amount: _____

- C. Total Amount of Federal Award: _____
Federal award project description: _____
Name of Federal awarding agency: _____

Contact information for awarding official:

Indirect cost rate: _____
i.a. CFDA Number and Name: _____
i.b. Amount: _____
ii.a. CFDA Number and Name: _____
ii.b. Amount: _____
iii.a CFDA Number and Name: _____
iii.b Amount: _____


8. Total Amount of Federal Funds Obligated to Grantee: \$203,300
9. Is Award R&D? ☐ Yes ☒ No



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: FEBRUARY 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: SECOND READING - ORDINANCE UPDATING SECTION 8.045.18 FOR DISTRIBUTION AND MANAGEMENT OF TRANSIENT ROOM TAX FUNDS

DISCUSSION/ANALYSIS

The first reading of this ordinance was held at the February 5, 2018 Council Meeting. At the August 7, 2017 City Council meeting, Council approved a 2% increase to the Transient Lodging Tax rate from 9% to 11%, beginning January, 2018. At the time Ordinance 17-11 was adopted Section 8.045.2 was amended to update the tax rate increase from 9% to 11% but Section 8.045.18 was not updated to reflect the distribution of the additional 2%.

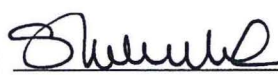
HB 2267 placed restriction on new or increased local lodging taxes so that 70% of new or increased taxes must be used for tourism promotion or tourism related facilities and 30% is unrestricted in use. The earlier approved local lodging taxes must maintain the percentage of existing lodging tax used for tourism promotion and tourism facilities.

In order to distribute and manage the Transient Lodging Tax receipts Section 8.045.18 requires adjustment to account 70% portion of the increased tax (2%) to the Promote Astoria Fund and 30% portion of the increased tax to the General Fund. The attached ordinance segregates the original distribution of existing 9% tax and adds distribution for the increased 2% tax according to State Statutes.

After the first reading of the ordinance a typographical error was discovered in Section 1(d) of the ordinance. The number 70.9% in parenthesis was incorrect and has been corrected to 70% in the attached ordinance.

RECOMMENDATION

It is recommended that City Council conduct the second reading and adopt the ordinance updating Section 8.045.18 for the distribution and management of Transient Room Tax.

By: 

Susan Brooks, Director of Finance
and Administrative Services

ORDINANCE NO. 18-03

AN ORDINANCE AMENDING THE PROVISIONS OF THE TRANSIENT ROOM TAX
ORDINANCE RELATING TO DISTRIBUTION AND MANAGEMENT OF FUNDS:

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Section 8.045.18 of the Astoria Code is hereby repealed and replaced by the following:

- (a) Fifty-three and nine tenths (53.9%) of 9 % of transient room tax collections shall be deposited into the General Fund to fund city services.
- (b) Forty-six and one tenth percent (46.1%) of 9 % of transient room tax collections shall be deposited into the Promote Astoria Fund.
- (c) Thirty percent (30%) of 2% of transient room tax collections adopted in Ordinance 17-11 shall be deposited into the General Fund to fund city services.
- (d) Seventy percent (70%) of 2% of transient room tax collections shall be deposited into the Promote Astoria Fund.

The tax transferred to the Promote Astoria Fund shall be used for tourism promotion and tourism-related facilities as defined in ORS 320.300 for the City of Astoria and immediate-surrounding areas.

Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organization.

Contracting organizations shall provide semi-annual financial reports by August 2 and February 1, covering the six months ended June 30 and December 31, respectively, of each year. These reports shall provide a verified listing of the expenditures with adequate narrative, so the City can be satisfied as to the appropriateness of the expenditures. In addition, the Budget Committee of the City shall review such reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year."

Section 2. This Ordinance will become effective thirty (30) days after its adoption by the City Council.

ADOPTED BY THE CITY COUNCIL THIS 20TH DAY OF FEBRUARY, 2018.

APPROVED BY THE MAYOR THIS 20TH DAY OF FEBRUARY, 2018.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT


Councilor	Nemlowill
	Brownson
	Price
	Jones
Mayor	LaMear



CITY OF ASTORIA

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MEMORANDUM • POLICE DEPARTMENT

DATE: FEBRUARY 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ORDINANCE UPDATING SECTION 7.100 CRIMINAL HISTORY
RECORD CHECK REVISION

DISCUSSION/ANALYSIS

The first reading of the ordinance was held at the February 5, 2018 Council meeting. The City of Astoria currently conducts Background Checks on certain license holders, applicants and volunteers. This is done in accordance with City of Astoria City Code Section 7.100. Staff would like to modify the existing ordinance to include Astoria 9-1-1 Rural Fire Department Subscribers. These agencies are required by Oregon Administrative Rules (OAR 259-009-0015) to conduct an employment and criminal history check prior to employment or utilization as a fire service professional. Fire service professionals include paid (career) or volunteer fire fighters, officers or members of a public or private fire protection agency engaged primarily in fire investigation, fire prevention, fire safety, fire control or fire suppression or providing emergency medical services, light and heavy rescue services, search and rescue services or hazardous materials incident response.

To satisfy these requirements Astoria 9-1-1 would hold a letter requesting this service from each subscribing Fire Chief, and modify the annual Subscriber Agreement to include performing record checks for the Agency.

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

RECOMMENDATION

It is recommended that City Council conduct the second reading and adopt the ordinance updating section 7.100.

By: 

Jeff Rusiecki, Emergency
Communications Manager

ORDINANCE NO. 18-02

AN ORDINANCE ADDING PROVISIONS DEALING WITH CRIMINAL HISTORY RECORD CHECKS.

THE CITY OF ASTORIA ORDAINS AS FOLLOWS:

Section 1. City Criminal History Record Check Policies (City Code §§7.100-7.110) are amended by adding section 7.102 as follows:

7.102 Employees and fire service professionals engaged by Astoria 9-1-1 Rural Fire Department Subscribers will be required to authorize the City to conduct a criminal offender information check through the OSP LEDS system

Section 2. **Effective Date.** This amendment shall take effect thirty (30) days after its adoption by the City Council

ADOPTED BY THE CITY COUNCIL THIS 20TH DAY OF February 2018.

APPROVED BY THE MAYOR THIS 20TH DAY OF February 2018.

Mayor

ATTEST:

City Manager

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: FEBRUARY 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: WATERFRONT BRIDGES REPLACEMENT PROJECT (6TH – 11TH STREETS) – IFA FINANCING RESOLUTION AND CONTRACT

DISCUSSION/ANALYSIS

Where each of the City's numbered streets between 6th and 11th 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.

In September 2014, the City entered into an Intergovernmental Agreement with the Oregon Department of Transportation (ODOT) for the design phase of the Waterfront Bridges Replacement Project that will replace these six bridge structures. Then in April 2015, OBEC Consulting Engineers, Inc. (OBEC) was hired by ODOT as the engineering design consultant for this project. Since that time, OBEC has performed design to over 90% completion.

In February 2017, Council authorized City staff to apply for loan funding from Business Oregon Infrastructure Finance Authority (IFA) for the City match and expenses not covered by the project during construction of the Waterfront Bridges Project. The two major City expenses are utility relocations (sewer and water) and repairs to the 11th Street extension outside the project limits to achieve highway load capacity. These expenses are currently estimated at \$337,000 and this entire cost must be paid solely by the City.

The total estimated City funds contributed to this project is estimated to be \$1,698,548. To date, the City has contributed \$242,987 from Surface Transportation Program (STP) funds and Promote Astoria funds. The remaining match amount of \$1,455,561 is proposed to be paid by the IFA loan that will be paid back by the City's future STP funds. STP Funds, which are managed by ODOT, are federal fuel tax dollars that are available to local agencies for transportation projects. Since 2008 the funds have been used as the match for the Franklin Avenue Bridge Replacement Project and the Irving Avenue Bridge at 19th Street Replacement Project.

IFA has prepared an Interim Financing Contract from their Special Public Works Fund for this project in the amount of \$1,455,561 at an interest rate of 1.3% for just over 3 years. Prior to the maturity date of the Interim Financing Contract, IFA is committed to including the City's permanent loan as part of a bond sale, at which time the final interest rate will be established on a 25-year term loan. It is anticipated that the final interest rate will be between 3.5% and 4.0% based on the

current bond market trends. The Financing Contract for the permanent loan will be presented to Council when it becomes available. This process is common practice for IFA and a similar arrangement was utilized for the City's 17th Street Dock Reconstruction loan.

The project team is working diligently towards final design and permitting in order to bid the Waterfront Bridges Replacement Project in May. Updates will be provided to City Council as permit conditions are received, particularly those conditions that impact the aesthetics of the structures. Current project schedule still anticipates construction of the odd numbered street structures (7th St, 9th St and 11th St) to begin by October 1, 2018 and the even numbered street structures (6th St, 8th St and 10th St) to begin after September 3, 2019.

City Attorney, Blair Henningsgaard has reviewed the contract and approved as to form.

RECOMMENDATION

It is recommended that City Council adopt the resolution and approve the IFA Interim Financing Contract in the amount of \$1,455,561 to provide the remaining match funds for the Waterfront Bridges Replacement Project.

By: Jeff Harrington
Jeff Harrington, Public Works Director

Prepared by: Cindy D. Moore
Cindy D. Moore, Assistant City Engineer

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Project Name: Astoria Waterfront Bridge Replacement Project

Project Number: B17002

This interim financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through the Oregon Infrastructure Finance Authority of the Oregon Business Development Department ("OBDD"), and the City of Astoria ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

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

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$12,717,526.

"Interest Rate" means 1.30% per annum.

"Loan Amount" means \$1,455,561.

"Maturity Date" means the earlier of April 30, 2021 or the receipt of Refunding Proceeds by either party.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means January 31, 2021.

SECTION 2 - FINANCIAL ASSISTANCE

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount.

Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").

B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.

- B. Interest. Interest accrues at the Interest Rate on each disbursement from the date of disbursement until the Loan is fully paid and is computed by counting actual days occurring in a 360-day year.

Beginning December 1, 2018 and continuing on each anniversary thereof until the Maturity Date, Recipient shall pay all interest accrued under the Loan to such payment date.

The Recipient authorizes OBDD to calculate interest accrued under the Loan, including as necessary to determine the loan amortization schedule, a loan prepayment amount, or a loan payoff amount. Absent manifest error, such calculations will be conclusive.

- C. Loan Payment; Permanent Refinancing.

- (1) The entire outstanding balance of the Loan, including all unpaid accrued interest, is due and payable in full on the Maturity Date.
- (2) On or before the Maturity Date, OBDD shall offer permanent refinancing of the Loan to the Recipient on terms determined by OBDD in its sole discretion.

- D. Loan Prepayments.

- (1) Mandatory Prepayment. The Refunding Proceeds shall be applied to prepay the outstanding balance of the Loan. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.
- (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.

- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to unpaid accrued interest (in the case of prepayment, on the amount prepaid), then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole

discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) An opinion of Recipient's Counsel.
 - (4) Copies of award letters of two grants from the Oregon Department of Transportation ("ODOT") for the Project, in the amounts of \$9,487,000 and \$1,531,977.
 - (5) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests for Project design, covering anticipated number, submission dates, and amounts. Prior to beginning construction, Recipient must also deliver to OBDD an estimated schedule for Disbursement Requests for construction, covering anticipated number, submission dates, and amounts.
 - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) Provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (2) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.

- (3) Permit OBDD to conduct field engineering and inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (6) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.

- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.

- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.
- Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D. (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
- (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
- (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
- (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
- (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to pay interest due on the Loan; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.

- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices. All notices to be given under this Contract or any other Financing Document must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director
 Economic Development
 Oregon Business Development Department
 775 Summer Street NE Suite 200
 Salem OR 97301-1280

If to Recipient: City Support Engineer
 City of Astoria
 1095 Duane Street
 Astoria OR 97103-4524

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees

cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.

- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

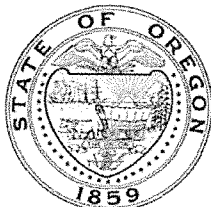
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county).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

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

- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

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

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



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



CITY OF ASTORIA

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Arline LaMear
Mayor of Astoria

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Elott as per email dated 2 February 2018
David Elott, Assistant Attorney General

Approved as to form:



David Elott, Assistant Attorney General
Date: 2018-02-13 11:28:00

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Act” means ORS 285B.410 through 285B.482, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 6 June 2017.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Documents” means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD’s financing of the Project.

“Financing Proceeds” means the proceeds of the Loan.

“Lottery Bonds” means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

“Municipality” means any entity described in ORS 285B.410(8).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

“Refunding Proceeds” means the proceeds of any subsequent short- or long-term financing issued to refund the Loan or to finance the Project.

EXHIBIT B - SECURITY

- A. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. This Contract is payable from and secured by all lawfully available funds of Recipient.
- B. Refunding Proceeds. The obligations of Recipient under this Contract shall be payable from any Refunding Proceeds. The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.
- C. Federal Grant Funds. Each year during the term of the Loan, Recipient shall apply to the Oregon Department of Transportation (“ODOT”) to receive Federal Highway Administration – Surface Transportation Program grant funds (“Federal Grant Funds”) that may be received by ODOT and become available to Recipient. Upon receipt of any Federal Grant Funds, Recipient will deposit such

funds, in an amount not to exceed the annual debt service on the Loan, into a segregated account. The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Federal Grant Funds in the account to pay all of the obligations owed by Recipient to OBDD under this Contract. The Federal Grant Funds in the account pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Federal Grant Funds in the account complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient shall complete improvements to the waterfront bridges between 6th and 11th streets and utility relocation and improvements to Water Street. The existing timber deck and pilings for each bridge will be replaced with concrete deck and steel pilings. The approximate area of each bridge to be replaced is as follows:

- 6th Street - 2,724 square feet;
- 7th Street - 2,021 square feet;
- 8th Street - 2,316 square feet;
- 9th Street - 4,591 square feet;
- 10th Street - 4,312 square feet; and
- 11th Street - 3,164 square feet.

The Project also includes reimbursement of pre-award costs for engineering.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering / Architectural Pre-Award	\$51,619	\$2,508,577
Construction	757,413	6,617,588
Construction Contingency	113,612	992,639
Construction Management	130,840	1,143,161
ODOT-Required additional 10% deposit	100,187	0
Construction (non-ODOT participating cost)	230,000	0
Construction Contingency (non-ODOT participating cost)	34,500	0
Construction Management (non-ODOT participating cost)	37,390	0
Total	\$1,455,561	\$11,261,965

click on the *Register* link under *Business Services Online*. Follow the registration instructions to obtain a user identification (ID) and password. You'll need to provide the following information about yourself and your company.

- Name.
- SSN.
- Date of birth.
- Type of employer.
- EIN.
- Company name, address, and telephone number.
- Email address.

When you have completed the online registration process, the SSA will mail a one-time activation code to your employer. You must enter the activation code online to use SSNVS.

5. Wages and Other Compensation

Wages subject to federal employment taxes generally include all pay you give to an employee for services performed. The pay may be in cash or in other forms. It includes salaries, vacation allowances, bonuses, commissions, and fringe benefits. It doesn't matter how you measure or make the payments. Amounts an employer pays as a bonus for signing or ratifying a contract in connection with the establishment of an employer-employee relationship and an amount paid to an employee for cancellation of an employment contract and relinquishment of contract rights are wages subject to social security, Medicare, and FUTA taxes and income tax withholding. Also, compensation paid to a former employee for services performed while still employed is wages subject to employment taxes.

More information. See [section 6](#) for a discussion of tips and [section 7](#) for a discussion of supplemental wages. Also, see [section 15](#) for exceptions to the general rules for wages. Pub. 15-A provides additional information on wages, including nonqualified deferred compensation, and other compensation. Pub. 15-B provides information on other forms of compensation, including:

- Accident and health benefits,
- Achievement awards,
- Adoption assistance,
- Athletic facilities,
- De minimis (minimal) benefits,
- Dependent care assistance,
- Educational assistance,
- Employee discounts,
- Employee stock options,
- Employer-provided cell phones,

- Group-term life insurance coverage,
- Health savings accounts,
- Lodging on your business premises,
- Meals,
- No-additional-cost services,
- Retirement planning services,
- Transportation (commuting) benefits,
- Tuition reduction, and
- Working condition benefits.

Employee business expense reimbursements. A reimbursement or allowance arrangement is a system by which you pay the advances, reimbursements, and charges for your employees' business expenses. How you report a reimbursement or allowance amount depends on whether you have an accountable or a nonaccountable plan. If a single payment includes both wages and an expense reimbursement, you must specify the amount of the reimbursement.

These rules apply to all ordinary and necessary employee business expenses that would otherwise qualify for a deduction by the employee.

Accountable plan. To be an accountable plan, your reimbursement or allowance arrangement must require your employees to meet all three of the following rules.

1. They must have paid or incurred deductible expenses while performing services as your employees. The reimbursement or advance must be payment for the expenses and must not be an amount that would have otherwise been paid to the employee as wages.
2. They must substantiate these expenses to you within a reasonable period of time.
3. They must return any amounts in excess of substantiated expenses within a reasonable period of time.

Amounts paid under an accountable plan aren't wages and aren't subject to income, social security, Medicare, and FUTA taxes.

If the expenses covered by this arrangement aren't substantiated (or amounts in excess of substantiated expenses aren't returned within a reasonable period of time), the amount paid under the arrangement in excess of the substantiated expenses is treated as paid under a nonaccountable plan. This amount is subject to income, social security, Medicare, and FUTA taxes for the first payroll period following the end of the reasonable period of time.

A reasonable period of time depends on the facts and circumstances. Generally, it is considered reasonable if your employees receive their advance within 30 days of the time they incur the expenses, adequately account for the expenses within 60 days after the expenses were paid or incurred, and return any amounts in excess of expenses within 120 days after the expenses were paid or incurred. Also, it is considered reasonable if you give your employees a periodic statement (at least quarterly) that asks

them to either return or adequately account for outstanding amounts and they do so within 120 days.

Nonaccountable plan. Payments to your employee for travel and other necessary expenses of your business under a nonaccountable plan are wages and are treated as supplemental wages and subject to income, social security, Medicare, and FUTA taxes. Your payments are treated as paid under a nonaccountable plan if:

- Your employee isn't required to or doesn't substantiate timely those expenses to you with receipts or other documentation,
- You advance an amount to your employee for business expenses and your employee isn't required to or doesn't return timely any amount he or she doesn't use for business expenses,
- You advance or pay an amount to your employee regardless of whether you reasonably expect the employee to have business expenses related to your business, or
- You pay an amount as a reimbursement you would have otherwise paid as wages.

See [section 7](#) for more information on supplemental wages.

Per diem or other fixed allowance. You may reimburse your employees by travel days, miles, or some other fixed allowance under the applicable revenue procedure. In these cases, your employee is considered to have accounted to you if your reimbursement doesn't exceed rates established by the Federal Government. The 2017 standard mileage rate for auto expenses was 53.5 cents per mile. The rate for 2018 is 54.5 cents per mile.

The government per diem rates for meals and lodging in the continental United States can be found by visiting the U.S. General Services Administration website at GSA.gov and entering "per diem rates" in the search box. Other than the amount of these expenses, your employees' business expenses must be substantiated (for example, the business purpose of the travel or the number of business miles driven). For information on substantiation methods, see Pub. 463.

If the per diem or allowance paid exceeds the amounts substantiated, you must report the excess amount as wages. This excess amount is subject to income tax withholding and payment of social security, Medicare, and FUTA taxes. Show the amount equal to the substantiated amount (for example, the nontaxable portion) in box 12 of Form W-2 using code "L."

Wages not paid in money. If in the course of your trade or business you pay your employees in a medium that is neither cash nor a readily negotiable instrument, such as a check, you're said to pay them "in kind." Payments in kind may be in the form of goods, lodging, food, clothing, or services. Generally, the fair market value of such payments at the time they're provided is subject to federal income tax withholding and social security, Medicare, and FUTA taxes.

However, noncash payments for household work, agricultural labor, and service not in the employer's trade or business are exempt from social security, Medicare, and FUTA taxes. Withhold income tax on these payments only if you and the employee agree to do so. Nonetheless, noncash payments for agricultural labor, such as commodity wages, are treated as cash payments subject to employment taxes if the substance of the transaction is a cash payment.

Meals and lodging. The value of meals isn't taxable income and isn't subject to income tax withholding and social security, Medicare, and FUTA taxes if the meals are furnished for the employer's convenience and on the employer's premises. The value of lodging isn't subject to income tax withholding and social security, Medicare, and FUTA taxes if the lodging is furnished for the employer's convenience, on the employer's premises, and as a condition of employment.

"For the convenience of the employer" means you have a substantial business reason for providing the meals and lodging other than to provide additional compensation to the employee. For example, meals you provide at the place of work so that an employee is available for emergencies during his or her lunch period are generally considered to be for your convenience.

However, whether meals or lodging are provided for the convenience of the employer depends on all of the facts and circumstances. A written statement that the meals or lodging are for your convenience isn't sufficient.

50% test. If over 50% of the employees who are provided meals on an employer's business premises receive these meals for the convenience of the employer, all meals provided on the premises are treated as furnished for the convenience of the employer. If this 50% test is met, the value of the meals is excludable from income for all employees and isn't subject to federal income tax withholding or employment taxes. For more information, see Pub. 15-B.

Health insurance plans. If you pay the cost of an accident or health insurance plan for your employees, including an employee's spouse and dependents, your payments aren't wages and aren't subject to social security, Medicare, and FUTA taxes, or federal income tax withholding. Generally, this exclusion also applies to qualified long-term care insurance contracts. However, for income tax withholding, the value of health insurance benefits must be included in the wages of S corporation employees who own more than 2% of the S corporation (2% shareholders). For social security, Medicare, and FUTA taxes, the health insurance benefits are excluded from the wages only for employees and their dependents or for a class or classes of employees and their dependents. See Announcement 92-16 for more information. You can find Announcement 92-16 on page 53 of Internal Revenue Bulletin 1992-5.

Health savings accounts and medical savings accounts. Your contributions to an employee's health savings account (HSA) or Archer medical savings account

RESOLUTION NUMBER _____

**RESOLUTION OF THE CITY OF ASTORIA
AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY**

The City Council (the “Governing Body”) of the City of Astoria (the “Recipient”) finds:

A. The Recipient is a “municipality” within the meaning of Oregon Revised Statutes 285B.410(9).

B. Oregon Revised Statutes 285B.410 through 285B.482 (the “Act”) authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”) to obtain financial assistance from the Special Public Works Fund.

C. The Recipient has filed an application with the OBDD to obtain financial assistance for a “development project” within the meaning of the Act.

D. The OBDD has approved the Recipient’s application for financial assistance from the Special Public Works Fund pursuant to the Act.

E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number B17002, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the “Project”).

F. Notice relating to the Recipient’s consideration of the adoption of this [Ordinance/Resolution/Order] was published in full accordance with the Recipient’s charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the Mayor and City Manager (the “Authorized Officers”) to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the “Financing Documents”), from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$1,455,561 and an interest rate of 1.30% per annum. The proceeds of the loan from the OBDD will be applied solely to the “Costs of the Project” as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

The provisions of this resolution shall be effective immediately.

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

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

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
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Councilor Nemlowill

Brownson

Price

Jones

Mayor LaMear



February 20, 2018

Oregon Infrastructure Finance Authority
775 Summer Street NE Suite 200
Salem OR 97301-1280

Ladies and Gentlemen:

I am the attorney for the City of Astoria (the "Recipient"), which has entered into a Financing Contract (as hereinafter defined) with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") pursuant to Sections 285B.410 through 285B.482 of the Oregon Revised Statutes (the "Act"), and have acted as such in connection with the authorization, execution and delivery by the Recipient of the Contract (as hereinafter defined). Capitalized terms not otherwise defined in this letter shall have the meanings assigned to them by the Contract.

In so acting I have examined the Constitution and laws of the State of Oregon and the Recipient's Charter, if any. I have also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

A. The Financing Contract by and between the OBDD and the Recipient, number B17002, signed by Recipient on February 20, 2018 in the principal loan amount of \$1,455,561, executed by the Recipient (collectively, the "Contract").

B. Proceedings of the governing body of the Recipient relating to the approval of the Contract and the execution, issuance and delivery thereof on behalf of the Recipient, and the authorization of the undertaking and completion of the Project as defined in the Contract;

C. All outstanding instruments relating to bonds, notes or other indebtedness of or relating to the Recipient.

I have also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I have deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Recipient is a duly formed and operating Oregon City described in ORS 285B.410(9), with the legal right to own and operate the Project.

BLAIR J. HENNINGSGAARD
ATTORNEY AT LAW
818 COMMERCIAL, SUITE 403
P. O. BOX 1030 • ASTORIA, OR 97103
503-325-0151 • FAX 503-325-5768

2. The Recipient has full legal right and authority to execute and deliver the Contract and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project.

3. Amounts due to the OBDD pursuant to the Contract are payable from the sources described in Section 4 of the Contract.

4. The Motion of the Recipient approving the Contract and authorizing their execution, issuance and delivery on behalf of the Recipient, and authorizing the Recipient to undertake and complete the Project has been duly and lawfully adopted and authorized in accordance with the Recipient's Charter, if any, the Act and other applicable Oregon law, and the Motion was approved at a meeting or meetings which were duly called with public notice and held in accordance with the Recipient's Charter, if any, and applicable Oregon law, and at which quorums were present and acting throughout.

5. The Contract has been duly authorized, executed and delivered by the authorized officers of the Recipient and constitutes the legal, valid and binding obligation of the Recipient enforceable in accordance with its terms; subject, however, to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights or remedies generally ("Creditor's Rights Limitations") heretofore or hereafter enacted and the application of equitable principles.

6. To the best of my knowledge, after such investigation as I have deemed appropriate, the authorization, execution and delivery of the Contract by the Recipient, the observation and performance by the Recipient of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of Project, do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Recipient or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond ordinance, resolution, trust agreement, indenture, mortgage, deed of trust or other agreement to which the Recipient is a party or by which it, the Project, or its property or assets is bound.

7. To the best of my knowledge, after such investigation as I have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Recipient in connection with the authorization, execution, delivery and performance of the Contract and the undertaking and completion of the Project have been obtained or made.

8. To the best of my knowledge, after such investigation as I have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Recipient or of the validity, legality or enforceability of the Contract or the undertaking or completion of the Project.

This opinion is rendered on the basis of the laws of the State of Oregon, including the Act, as enacted and construed on the date hereof. I express no opinion as to any matter not set forth in the numbered paragraphs herein.

Very truly yours,

Very truly yours,

A handwritten signature in black ink, appearing to read "Blair J. Henningsgaard", written over a horizontal line.


Blair J. Henningsgaard



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

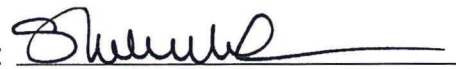
DATE: JANUARY 23, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: RESOLUTION ESTABLISHING WATERFRONT BRIDGES
REPLACEMENT PROJECT FUND # 190

DISCUSSION/ANALYSIS

Public Works staff has continued progress related to establishing a loan for the Waterfront Bridges Replacement Project which will cover the City required matching funds. In order to facilitate the tracking of resource and requirements related to the project, the Public Works Department along with the Finance Department is requesting creation of a new fund to track Surface Transportation Program (STP) funds, IFA loan proceeds and associated requirements of the project. The Waterfront Bridges Replacement Project fund will be a Capital Improvement fund. Attached to this memorandum is a resolution for Council consideration.

RECOMMENDATION

It is recommended that City Council consider the attached resolution for adoption to create a new Capital Improvement Fund.

By: 

Susan Brooks, Director of Finance
and Administrative Services

Resolution No. 18-

A RESOLUTION ESTABLISHING WATERFRONT BRIDGES REPLACEMENT PROJECT
FUND # 190.

WHEREAS, the Waterfront Bridges Replacement Project is moving forward to establish grant funds available from the State , City match from IFA loan, and utilization of future Surface Transportation Program (STP) Funding for loan repayment.

WHEREAS, the Public Works Department with the Finance Department has determined a separate Capital Improvement Fund is necessary to properly account for future transactions associated with the project,

WHEREAS, budgetary information is currently unknown and will be brought back as supplemental budget should one be required in the current fiscal year.

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

Section 1. A new fund designated as Fund # 190, Waterfront Bridges Replacement Project Fund should be established to account for transactions associated with project.

Section 2. Council authorizes establishment to facilitate future budgeting in accordance with law.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2014.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2014.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Commissioner Nemlowill
 Brownson
 Price
 Jones

Mayor LaMear

RESOLUTION NO. 2018-

**A RESOLUTION AGREEING TO WORK COOPERATIVELY
TO FACILITATE ENVIRONMENTAL REMEDIATION**

WHEREAS, in January 2018, up to 4,200 gallons of oil leaked from a 20-foot long oil tank located beneath an abandoned pier into the Columbia River near Astoria, Oregon; and

WHEREAS, a combination of high tides and strong winds apparently caused the pier to collapse and rupture the tank;

WHEREAS the Coast Guard and other parties responded promptly to contain the spill and to remove the ruptured tank;

WHEREAS, the tank had likely been in place since at least 1921 and contained Bunker C oil used to heat the Union Fisherman's Cooperative Packing Company but this tank had not in use for over 30 years since the packing company closed its doors;

WHEREAS, pollution released during this event has created an environmental and economic threat to the well being of the environment and economy of the lower Columbia region;

WHEREAS, decontamination and clean-up is beyond the financial capacity of the parties involved and will require co-operative efforts to remove pollutants from the riverbed, shoreline, wharfs, docks, ships; and

NOW, THEREFORE, the Astoria City Council hereby resolves as follows:

1. The City agrees to work cooperatively with the Coast Guard, the State of Oregon, and all other participating parties to provide support for decontamination and clean-up efforts.
2. The Astoria City Manager is hereby authorized to represent the City in efforts to restore the estuary

ADOPTED BY THE COMMON COUNCIL THIS ____ DAY OF _____ 2018.

APPROVED BY THE MAYOR OF ASTORIA THIS ____ DAY OF _____, 2018

ATTEST:

Mayor

City Manager

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

APPROVED AS TO FORM:



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • ASTORIA LIBRARY

DATE: FEBRUARY 14, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: LIBRARY ARCHITECTURAL/ENGINEERING SERVICES CONTRACT

DISCUSSION/ANALYSIS

The Astor Public Library has served the citizens of Astoria for 50 years. To ensure our library is prepared to serve for another 50 years and beyond Council set a goal of renovation during their 2017/2018 work session. Council authorized staff to begin the Request for Qualification (RFQ) process during their November 6, 2017 meeting. The RFQ was published on November 13, 2017 with five firms providing proposals. Upon review the Selection Committee chose three firms to participate in the interview process. Hennebery Eddy Architects Inc. was the firm chosen by the Selection Committee consisting of Kate Deeks, Brett Estes, Ann Gyde, Anne Odom, David Oser, and Jimmy Pearson as the firm of record for our project.

Principal David Wark, AIA, Meg Matsushima, AIA, and Ashley Nored, IIDA will provide leadership ensuring we honor the past as we prepare for the future. David holds a Master of Architecture, Historic Preservation from the University of Texas and fully understands the challenges of renovating a mid-century modern library. David also volunteers with Restore Oregon and DoCoMoMo. DoCoMoMo Oregon is a non-profit dedicated to promoting the interest, education, and advocacy of the architecture, art, landscape, and urban design of the Modern Movement. His credentials and body of work will provide invaluable experience as we renovate a building which has meant so much to so many during its lifetime.

Meg Matsushima, AIA is a member of the National Trust for Historic Preservation and will be our Project Manager. Ashley Nored, IIDA is a LEED Accredited Professional ID+C Interior Designer who will guide us toward the most energy efficiency we can achieve. We are all excited to work with this outstanding firm and team. Upon completion of our review of their qualifications and development of a scope of work a price was negotiated for Phase I services.

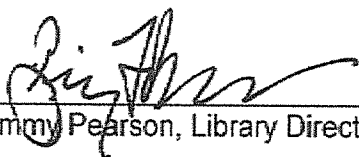
Hennebery Eddy will provide an assessment of the existing condition of the library. They will also work with staff and consultants to program space utilization for the renovated building. This will be key to development of Conceptual Design graphics for fundraising efforts. They will also begin the process of working with the Energy Trust of Oregon (ETO) to begin the process of brainstorming energy savings goals.

The firm will contract for Civil, Structural, Mechanical, and Electrical Engineering services which will provide a complete understanding the challenges of our current building. Hennebery Eddy will also provide a Furniture, Fixtures, and Equipment (FF&E) inventory in order to provide guidance as we determine what we incorporate from our current inventory into a future renovation.

Renovation of the Astor Public Library will be accomplished in two phases. Phase I will consist of the services Hennebery Eddy will render as outlined in the attached contract which has been reviewed and approved as to form by the City Attorney. Phase II will commence upon successful completion of our Capital campaign with a goal of completion set by Council for 2020.

RECOMMENDATION

It is recommended that City Council approve the contract with Hennebery Eddy Architects Inc. authorizing the Mayor and City Manager to sign on behalf of the City of Astoria.

By: 
Jimmy Pearson, Library Director

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR PERSONAL SERVICES</p>

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2018 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Hennebery Eddy Architects Inc., hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

W I T N E S S E T H

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

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

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

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria regarding the design of the Astoria Public Library Renovation Project.

B. Consultant's services are defined solely by this Contract and its attachment and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than June 15, 2018.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$77,210. price for performance of those services provided herein;

\$52,784 Hennebery Eddy Architects, Inc. fixed fee services

\$18,036 Sub-consultants fixed fee services

\$4,000 Reimbursables

\$2,390 Furniture, fixture, equipment inventory

B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jimmy Pearson, Library Director, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, 503-325-7323.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be David Wark, Principal-In-Charge, Hennebery Eddy Architects Inc., 921 SW Washington Street, Suite 250, Portland, Oregon 97205, 503-227-4860.

6. CITY'S OBLIGATIONS

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

7. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but CONSULTANT shall be an independent consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the Contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from City or third party) as result of said finding and to the full extent of any payments that City is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Astoria, or any partnership or corporation in which a City of Astoria employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

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

10. FORCE MAJEURE

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

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

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

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

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

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

C. Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to CONSULTANT'S activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to CITY from each insurance company providing insurance showing that the CITY is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. CITY'S BUSINESS LICENSE

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

18. WORKMEN'S COMPENSATION

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

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

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

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

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

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

20. NONDISCRIMINATION

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

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project after payment to CONSULTANT.

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

24. STANDARD OF CARE

The standard of care applicable to consultant's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services *at the same or similar location, and* at the time CONSULTANT'S services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

25. NO THIRD PARTY BENEFICIARIES

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

26. ASSIGNMENT

This contract is personal to Consultant and may not be assigned or any work subcontracted without consent from the CITY.

27. SEVERABILITY AND SURVIVAL

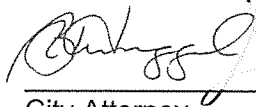
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

28. COMPLETE CONTRACT

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

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

Approved as to form:


City Attorney

Digitally signed by
com.apple.idms.appleid.prd.49317566476d4a38
67754144546f59324e744d354e773d3d
DN:
com.apple.idms.appleid.prd.49317566476d4
a3867754144546f59324e744d354e773d3d
Date: 2018.02.14 13:35:01 -0800

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date

12 February 2018

Jimmy F. Pearson
Astoria Public Library ("Owner")
450 10th Street
Astoria, Oregon 97103-4602
Tel: 503.298.2450
Email: jpearson@astoria.or.us

RE: Astoria Public Library Study
HEA Project #17106

Dear Jimmy:

Thank you for requesting this Proposal for a Conceptual Design for Phase 1 of the Astoria Public Library renovation (the "Project").

PROJECT DESCRIPTION

The Astoria Public Library was constructed in 1967 and is a one-story public library (approximately 18,000gsf) with a full basement which has no public access and is used primarily for storage space including the building's original mechanical equipment. The modernist structure has served the community for many decades and, to meet current and future needs, a substantial rehabilitation is necessary. The City of Astoria wishes to complete a Conceptual Design (Phase 1) for a renovation of the Astoria Public Library that addresses the long-term needs of the community, is forward-thinking in terms of programs, services, and design, honors its modernist architectural style and history, and embraces a new vision for its future. The current total project budget for the renovation (Phase 2) is \$5 million.

SCOPE OF BASIC SERVICES

Hennebery Eddy Architects, Inc. ("HEA" or "Architect") will provide the following services as part of this Proposal:

1. Existing Condition Assessment Phase services consisting of (1) site visit to observe plan configurations and general construction assemblies (with temporary removal of ceiling panels and similar non-destructive testing and potential minor investigation within walls planes to determine conditions). Findings will be compiled in a suitable format for the consultant team and the Owner to reference for use during Phase 1. A summary of findings and photographs will be part of the Final Report.
2. Programming Phase services to help the Owner establish a library / space needs program for the Project. The Owner intends to hire Ruth Metz (who completed a Preliminary Needs Assessment in 2013) to help define the library program and produce a final programming document to help guide the Phase 1 Conceptual Design effort. This phase will include one (1) meeting in Astoria with you.
3. Conceptual Design services consisting of developing three (3) concepts including preparation of appropriate documents illustrating the scale and relationship of project

components, building code implications and general site/facility usage. This information will be used as a tool in the preparation of a rough order of magnitude construction cost estimate for each option. These concepts will lay the foundation moving forward into Phase 2. One of these options will be selected to develop more when Phase 2 begins. This phase will include up to two (2) meetings in Astoria with you and three (3) GoTo (conference call) Meetings.

An additional meeting funded by the Energy Trust of Oregon (ETO) may be part of Phase 1. This meeting will focus on ETO's Net-Zero goals and include brainstorming ideas about how the Astoria Library Project can address energy savings goals. This meeting will include the consultant team and Owner and will be held at HEA's office.

4. Civil Engineering services as described and limited in the attached Proposal from KPFF Consulting Engineers, dated 8 February 2018.
5. Structural Engineering services as described and limited in the attached Proposal from KPFF Consulting Engineers, dated 7 February 2018.
6. Mechanical Engineering services as described and limited in the attached Proposal from Interface Engineering, dated 7 February 2018.
7. Electrical Engineering services as described and limited in the attached Proposal from Interface Engineering, dated 7 February 2018.
8. Construction Cost Estimating services are described in the attached Proposal from ACC Cost Consultants, LLC., dated 7 February 2018. The preliminary estimated Cost of the Work will include costs at current market rates for construction of all elements of the Project designed by the Architect, including contractor's general conditions, overhead and profit, escalation, and an estimating contingency.
9. Deliverables: Two (2) sets of the Conceptual design drawings will be provided in large print format and electronic files. A Final Report will include work described in Items 1-8 above and edited at the direction of the Owner. Two print copies of the Final Report and an electronic file will be provided to the Owner.

SCOPE OF OPTIONAL SERVICES

HEA will provide the following optional service as part of this Proposal upon your written approval:

1. Furniture, Fixtures and Equipment (FF&E) services include working with the Owner to inventory select pieces of existing FF&E and provide an estimated cost for new and/or refurbished furniture included in the Preferred Concept Design. Selection of furniture will not be selected in this phase.
2. Presentation Rendering services to include up to two views to help describe the relationships between spaces.

PROPOSAL ASSUMPTIONS

1. The following are not included as part of the Scope of Services for this Proposal/Agreement. If any of the listed services should become necessary, or desired by the Owner, HEA may provide such as an Additional Service to this Agreement.
 - Schematic Design
 - Design Development
 - Construction Documents
 - Land Use Agency Coord. / Approval
 - Building Permit Coordination
 - Bidding or Negotiation
 - Construction Phase Services
 - Interior Design
 - Inventory of existing FF&E (Optional)
 - Specification of new FF&E
 - Historic Building Services
 - Landscape Architecture
 - Graphic Design
 - Low Voltage/Telephone/Data Design
 - Tenant Standards Document
 - Tenant Space Design
 - Environmental Graphics / Sign Design
 - Presentation Renderings / Models (Optional)
2. The following are not included as part of the Scope of Services for this Proposal/Agreement and, to the extent required, will be provided by the Owner within the timeframes indicated:
 - Site Surveying – Prior to the beginning of Phase 2
 - Geotechnical Engineering – Prior to the beginning of Phase 2
 - Environmental / Hazardous Materials Consulting – Prior to the beginning of Phase 2

PROJECT SCHEDULE

This Proposal is valid for 30 days from its date of issuance and is made with the assumption that the services contracted hereunder will be completed within approximately 14 weeks of the Owner's Authorization to Proceed. Refer to attached Project Schedule dated 8 February 2018.

COMPENSATION

1. Fixed Fee Services

Based on the Project Description, Scope of Services, Proposal Assumptions and Project Schedule indicated, our fee is a Fixed Fee of \$74,820 and will be invoiced monthly as a percentage complete against this amount.

Hennebery Eddy Architects, Inc.:	Fixed Fee
Existing Condition Assessment Phase	\$ 8,580
Programming Phase	\$ 5,575
Conceptual Design	\$ 38,629
Subtotal – Architectural	\$ 52,784
Sub-Consultants:	
KPFF Consulting Engineers – Civil	\$ 3,000
KPFF Consulting Engineers – Structural	\$ 3,500
Interface Engineering – MEP	\$ 5,500
ACC Cost Consultants – Cost Estimating	\$ 6,036
Subtotal – Sub-Consultants	\$ 18,036
Total Reimbursable Expenses	\$ 4,000
Total Fixed Fee	\$ 74,820

Optional Service – Furniture, Fixtures & Equipment (FF&E)	\$ 2,390
Presentation Renderings (two views)	\$ 3,960

2. Hourly Rates

Basic and Additional Services provided under this Agreement will be billed at the following standard hourly billing rates, which are adjusted periodically:

Principal	\$ 240-260
Associate Principal	\$ 165-210
Project Manager or Project Architect	\$ 120-210
Interior Designer	\$ 95-135
Design Staff	\$ 75-115
Project Team Assistant	\$ 85-100
Administrative	\$ 85-135

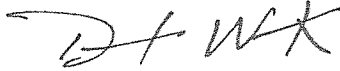
3. Reimbursable Expenses

Reimbursable Expenses are in addition to the Compensation for Services and include expenditures made by the Architect and its Consultants in the interest of the Project. These expenses will be billed at 1.15 times HEA's cost incurred and are included above in the amount of \$4,000. Reimbursable Expenses include:

- Expense of meals and transportation in connection with the Project.
- Expense of reproduction, CAD plotting, facsimile printing, laser cutting, postage and handling of documents and other resources sent to the Owner and Contractors or produced for the Architect and its sub-consultants' internal project management.
- Expense of mock-ups, professional renderings, professional photography and presentation materials requested by the Owner.
- Other similar Project-related expenses.

If this Proposal is acceptable to you, please prepare an Agreement based on the template provided in the RFP and HEA's subsequent exceptions for our signature. If there are any questions, please let us know.

Sincerely,
Hennebery Eddy Architects, Inc.



David Wark, AIA
Principal

Proposed by:

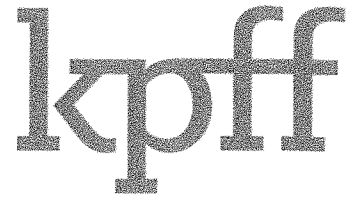


Alan Osborne, AIA
Vice President
Hennebery Eddy Architects, Inc.

MM/ao

Encl:

KPFF Consulting Engineers Civil Proposal dated 8 February 2018
KPFF Consulting Engineers Structural Proposal dated 7 February 2018
Interface Engineering Proposal dated 7 February 2018
ACC Cost Consultants, LLC Proposal dated 7 February 2018
Project Schedule dated 8 February 2018



February 2, 2018
(Revised February 8, 2018)

Meg Matsushima
Hennebery Eddy Architects, Inc.
921 SW Washington St, STE 250
Portland, OR 97205

Via Email: mmatsushima@henneberyeddy.com

RE: Proposal for Civil Engineering Services
Astoria Library Renovation

Dear Meg:

We are pleased to provide you with this Civil Engineering Services proposal for the Building Assessment Phase of the Astoria Library Renovation project in Astoria, OR. We understand the project will renovate the Astoria Library and adjacent surface parking lot.

We thank you for the opportunity to be a part of this team and look forward to working with you. If this proposal is acceptable, we will finalize our agreement through a mutually approved contract.

If you have any questions or require additional information, please contact me.

Sincerely,
KPFF Consulting Engineers

A handwritten signature in black ink, appearing to read 'Mark Reuland'.

Mark Reuland, PE
Associate

Attachments: *Scope of Services and Fee*

1700590-bd



SCOPE OF SERVICES AND FEE

Astoria Library Renovation

A. TASK BREAKDOWN

Task 1: Building Assessment

- Coordinate our work with Hennebery Eddy Architects, Inc. and the other design team members.
- Review geotechnical report provided by others.
- Review Owner provided signed and sealed boundary and topographic survey of the site for completeness and provide input regarding additional survey requirements.
- Contact local agencies and jurisdictions to discuss standards, existing utility systems, and submittal requirements.
- Prepare civil engineering narrative to convey the existing site conditions and potential civil scope items associated with the planned building renovation.
- **Deliverables:**
 - Civil narrative describing the existing conditions along with basis of design for the civil work including assumptions, design intent, and preliminary utility information.

B. OPTIONAL SERVICES

Should any of these services be required for this project, a mutually agreed upon scope and fee will be negotiated at such time.

- Preparation of special studies (i.e., water system modeling, storm drain system modeling outside our scope of work, additional traffic impact analysis, etc.).
- Intensive research and testing to determine conditions of existing site utilities (i.e., potholing, smoke testing, dye testing, pressure testing, fire flow testing, videotaping, etc.).
- Services of sub-consultants including, but not limited to, Geotechnical, Electrical, Traffic, or Environmental Engineering and Landscape Architecture.
- Additional trips to Astoria beyond the proposed site walk included in this proposal.

C. PROPOSED FEES

Our not-to-exceed fee for this project is outlined below based on the attached Scope of Services. We will bill for our work monthly based on the hours expended during that month. Expenses will be billed as a part of our lump sum fee. We do not anticipate the need for reimbursable expenses with the existing scope.

Site Improvements	
Task 1: Building Assessment	3,000
Total Not-to-Exceed Fee	\$3,000

Should additional services, including site visits, beyond those noted in the above Scope of Services become necessary, the scope and fee will be negotiated as part of an Additional Service Request (ASR).

D. HOURLY RATES

Classification	Fee/Hour
Senior Project Manager	\$180
Project Manager	\$150
Project Engineer	\$135
Design Engineer/Designer	\$120
Draftsperson/Technician	\$95
Project Administrator	\$85



February 5, 2018
Revised February 7, 2018

Ms. Meg Matsushima
Hennebery Eddy Architects
921 SW Washington Street, Suite 250
Portland, OR 97205

Re: Astoria Public Library—Renovation Study

Dear Meg:

Thank you for the opportunity to submit the following proposal for structural engineering services for the renovation study for the Astoria Public Library.

Project Description

The Astoria Public Library is located at 450 10th Street in Astoria, Oregon and was originally opened in 1967. The building consists of a single story above grade and a full basement level. The structural framing at the ground floor generally consists of steel columns, steel WF girders, steel floor joists, and a concrete slab on metal deck. The roof framing generally consists of steel columns, steel girder trusses, steel roof joists, and a metal roof deck. The building columns and bearing walls are supported by piles, pile caps, and a system of grade beams. The basement level floor is a concrete slab-on-grade.

The project will be completed in stages, with this initial phase consisting of a study that analyzes the existing building and updates recommendations for potential renovation work.

Our Scope of Services

KPFF will consult with you, the owner, the cost estimator, and the other consultants regarding structural related items. Our specific scope of work will include the following tasks:

Study Phase

1. Review the existing drawings and complete a condition assessment of the existing building.
2. A site visit is not included in this phase. KPFF will rely on site documentation provided by the architect.
3. Attend meetings at your office to review concept designs and provide structural input regarding the different options.
4. Provide a summary of possible mandatory seismic upgrade triggers as well as a discussion of possible voluntary seismic strengthening that they owner may want to consider.

5. Provide sketches and/or narratives to convey the structural work that would be required for the preferred design option. The intent of this information would be to assist the cost estimator with developing their opinion of probable cost.
6. Review the opinion of probable cost prepared by the cost estimator to verify that the structural scope has been correctly interpreted.
7. Attend a meeting at the site to discuss our finding with the owner.

Our Fees

We will provide the scope of structural engineering services described in this proposal on a time and materials basis at the following hourly rates:

Principal	\$225
Project Manager/Associate	\$180
Senior Engineer	\$150
Design Engineer	\$130
CAD / BIM Modeler	\$115
Administrative	\$85

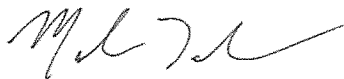
We will not exceed a fee of **\$3,500** or perform services beyond those described in this proposal without prior authorization from your office.

Terms and conditions will be as provided in AIA Document C401. We will bill for our services monthly.

Reimbursable expenses, as described in AIA Document C401-2007, will be billed at our direct cost. We estimate that these will not exceed **\$250** on a project of this size and complexity.

If you have any questions or need further information, please call.

Sincerely,



Mark Tobin, P.E., S.E.

Principal

Accepted by,

(Signature)

(Date)

MT/bd

(Printed Name & Title)

CHICAGO
HONOLULU
LOS ANGELES
PORTLAND
SAN FRANCISCO
SEATTLE
WASHINGTON, DC

February 7, 2018

Meg Matsushima
Hennebery Eddy Architects
Attn: Accounts Payable
921 SW Washington St Suite 250
Portland, OR 97205

Re: Astoria Public Library – MEP Assessment
Professional Services Proposal

Dear Meg:

Thank you for the opportunity to provide you with our proposal for a building systems assessment of the referenced project.

PROJECT DESCRIPTION

Project Owner
City of Astoria

Project Location
450 10th Street
Astoria, Oregon

Building/Project Description

The scope includes an MEP conditional assessment report, a Schematic Design narrative with MEP system options, and a cost opinion on MEP system options for a remodel of the Library building.

INFORMATION SOURCE

- Based on RFP/email from David Wark dated January 24, 2018 and phone conversation with Meg Matsushima on January 30, 2018.

ASSUMPTIONS

Work is to be based on readily observable conditions. We have assumed existing drawings and construction documents are available for our review.

SERVICES

The following is a summary of the scope of work we are proposing, and the MEP narrative shall accomplish the following:

- Identify code improvement requirements and code improvement recommendations as related to current codes. Distinguish enforceable and immediately required improvements from recommended or unenforceable/non-immediate improvements.
- Review and provide report on conditions of existing systems as related to system current conditions, maintenance history and potential maintenance requirements, energy efficiency of systems, adequacy of systems for current and proposed future use, and life expectancy of systems. Projection of life expectancy will be based on the age of the equipment and the life expectancy listed in ASHRAE.
- Review existing electrical systems and service.

Mechanical and Electrical Engineering
Building Technologies
Commissioning
Energy Consulting
Fire/Life Safety
Lighting Design
Sustainable Design

- Review existing building life safety systems and provide list of required or recommended improvements, distinguishing immediate required improvements from recommended long-term improvement.
- Provide a schematic design narrative with proposed MEP system options.
- Provide cost opinion for proposed MEP system options.

SCOPE OF WORK – SITE INVESTIGATION REPORT

Mechanical Services

Heating, Ventilating, and Air Conditioning

1. Type of system
2. Efficiency
3. Condition of equipment
4. Control system
5. Materials of piping/ductwork and conditions

Plumbing

1. Plumbing fixture and systems conditions
2. Handicapped accessibility
3. Piping materials and piping systems conditions
4. Water heaters/water heating system conditions
5. Roof drainage/storm drain systems

Electrical Services

1. Lighting systems and conditions
2. Power distribution system
3. Fire alarm system type and conditions
4. Emergency power system coverage, load, and conditions
5. Provisions for network/data systems
6. Telephone and voice mail systems
7. Audio/visual presentation systems
8. Security systems

Fire Protection Services

1. Fire sprinkler system description and conditions

FEE

Fixed Fee

Project Phase	Mechanical	Electrical	Fire Protection	Phase Totals
MEP Report	\$750	\$600	\$150	\$1,500
Schematic Design Narrative with Cost Opinions	\$2,000	\$1,500	\$500	\$4,000
Total Fee	\$2,750	\$2,100	\$650	\$5,500

STANDARD REIMBURSABLE EXPENSES

Standard reimbursable expenses include, but are not limited to: check plots, final plots, copies, phone calls, mileage to jobsite, parking, shipping, and messenger services, electronic transmittal of drawings to contractors to develop shop drawings.

Fixed Fee: \$750.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc. (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed. Our current standard hourly rates are:

Principal:	\$220/Hour
Associate Principal:	\$180/Hour
Associate/Sr. Engineer-Designer III:	\$160/Hour
Sr. Engineer - Designer II:	\$155/Hour
Sr. Engineer - Designer I:	\$140/Hour
Engineer - Designer III:	\$130/Hour
Designer Level II:	\$115/Hour
Designer Level I:	\$100/Hour
Revit Lead:	\$100/Hour
Drafter-Revit Modeler:	\$80/Hour
Administrative:	\$75/Hour

If this Proposal meets with your approval, please sign below and return to us. By your signature, you acknowledge that you have read and agree to the terms of this proposal. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind



Professional Services Proposal
Astoria Public Library
February 7, 2018

Hennebery Eddy Architects. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian M. Butler".

Brian Butler, PE, LEED AP
Associate Principal/Senior Mechanical Engineer

BMB:ls

COMPANY: Hennebery Eddy Architects

CONTACT: _____
Meg Matsushima, AIA Date

L:\Opportunities\2017\Hennebery Eddy Architects\City of Astoria AE for Public Library Renovation\Fee Proposal\20180207FP
Astoria Public Library.docx

ACC Cost Consultants, LLC

Stanley J. Pszczolkowski
8060 SW Pfaffle Street, Suite 110
Tigard, Oregon 97223
Voice: (503) 718-0075
Fax: (503) 718-0077
www.archcost.com

February 7, 2018

Meg Matsushima, AIA
Associate Principal
LEED Professional
Hennebery Eddy Architects, Inc.
921 SW Washington Street Suite 250
Portland Oregon 97205

Subject: **Astoria Library Study**
Construction Cost Estimating Services Fee Proposal

Dear Meg:

Thank you for the opportunity to be part of your team for the above project. Our proposed T & M fee for estimating services will be:

Estimate Fee Breakdown	Labor	Hours		Hourly Rate	Sub-Total	Totals
Concept Budget Estimate - (2) options w/ multiple options / alternates	Principal	2.5	hrs.	\$168.00	\$420.00	\$3,588.00
	Sr.Estimator	24	hrs.	\$132.00	\$3,168.00	
	Mechanical	0	hrs.	\$132.00	\$0.00	
	Electrical	0	hrs.	\$132.00	\$0.00	
Preferred Option Estimate	Principal	2	hrs.	\$168.00	\$336.00	\$2,448.00
	Sr.Estimator	16	hrs.	\$132.00	\$2,112.00	
	Mechanical	0	hrs.	\$132.00	\$0.00	
	Electrical	0	hrs.	\$132.00	\$0.00	
Total T & M Fee					\$6,036.00	\$6,036.00

ACC will provide concept budget estimates based on \$ / sf, quantity take-offs, or reasonable methodology to accompany the level of documentation developed for this submission.

The architect will provide ACC with a minimum of one complete full size set of hard copy drawings and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering workshops, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix.

Schedule: If a schedule is not provided to ACC at the project start, then a **minimum of a three week notification** that documents will ready for ACC to begin development of the estimate is required.

Sincerely,



Stanley J. Pszczolkowski
stanp@archcost.com

Accepted:

Printed Name: _____

Date: _____