



AGENDA

ASTORIA CITY COUNCIL

Monday, February 4, 2019
Immediately Following the
Astoria Development Commission Meeting

1) CALL TO ORDER

2) ROLL CALL

3) PRESENTATIONS

- a) Pacific Power Franchise Agreement Update
- b) Merina and Associates Financial Audit Presentation

4) REPORTS OF COUNCILORS

5) CHANGES TO AGENDA

6) CONSENT

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

- a) City Council Minutes for January 7, 2019
- b) City Council Work Session Minutes for January 10, 2019
- c) City Council/APC/HLC/DRC Joint Work Session Minutes for January 10, 2019
- d) Board and Commission Meeting Minutes
 - (1) Astoria Library Board Meeting Minutes for November 27, 2018
 - (2) Draft Astoria Library Board Meeting Minutes for January 22, 2019
 - (3) Astoria Planning Commission Meeting Minutes for December 11, 2018
 - (4) Draft Astoria Planning Commission Meeting Minutes for December 27, 2018
 - (5) Historic Landmarks Committee Meeting Minutes for December 18, 2018
- e) Rosemary Johnson Contract Amendment
- f) Oregon Heritage All-Star Community Grant
- g) Memorandum of Agreement to Renew Adoption of Tide Rock Park by Jessica Schleif
- h) Authorize Access Easement at 1234 Exchange Street
- i) Authorize IFA Financing Contract for Old Hwy 30 & Maritime Rd Ownership Access Rights Study
- j) Authorization to Amend MOA with Astoria Scandinavian Heritage Association

7) REGULAR AGENDA ITEMS

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

- a) Public Hearing and Resolution for Supplemental Budget Resolution For Waterfront Bridges Project Fund #190 and Maritime Memorial Fund #148

- b) Second Reading and Adoption: Vacation of a Portion of the Right of Way on 26th Street Northwest of Harrison Abutting Adjacent Undeveloped Lots
- c) Authorize ODOT Local Agency Agreement Amendment for the Waterfront Bridges Replacement Project.

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

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



CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: JANUARY 31, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF FEBRUARY 4, 2019

PRESENTATIONS

Item 3(a): Pacific Power Franchise Agreement Update

Alisa Dunlap of Pacific Power will be presenting the Pacific Power yearly franchise agreement report.

Item 3(b): Merina and Associates Financial Audit Presentation

Tonya Moffitt of Merina and Company, LLP will be presenting the audited financial statements for the City of Astoria and Astoria Development Commission at the February 4, 2019 Council Meeting.

CONSENT CALENDAR

Item 6(a): Council Minutes for January 7, 2019

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

Item 6(b): City Council Work Session Minutes for January 10, 2019

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

Item 6(c): City Council/APC/HLC/DRC Minutes for January 10, 2019

The minutes of the Joint City Council, Astoria Planning Commission, Historic Landmarks Commission and Design Review Committee training work session are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(d): Board and Commission Meeting Minutes

- (a) Astoria Library Board Meeting Minutes for November 27, 2018
- (b) Draft Astoria Library Board Meeting Minutes for January 22, 2019

- (c) Astoria Planning Commission Meeting Minutes for December 11, 2018**
- (d) Draft Astoria Planning Commission Meeting Minutes for December 27, 2018**
- (e) Historic Landmarks Committee Meeting Minutes for December 18, 2018**

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

Item 6(e): Rosemary Johnson Contract Amendment

An agreement was entered into with Rosemary Johnson on July 19, 2018 to provide consulting services. The agreement established a not to exceed threshold of \$ 49,999 which is within the City Manager spending authority.

In order to recognize the additional costs necessary to retain Rosemary Johnson, an amendment is required to increase the agreement from the current \$ 49,999 to \$ 100,000. The Parks and Community Development Departments are primary users of Ms. Johnson's services and her fees would be paid out of those budgets.

Attached for consideration is an amendment to Rosemary Johnson's Agreement dated July 19, 2018 which has been reviewed by City Attorney Blair Henningsgaard as to form.

It is recommended that City Council authorize the amendment to the agreement for Rosemary Johnson.

Item 6(f): Oregon Heritage All-Star Community Grant

As one of seven Oregon Heritage All-Star Communities, the City is eligible for grant funds from the Oregon Heritage Commission. The City has submitted a one-time grant for \$3,000 in partnership with the Astoria Downtown Historic District Association (ADHDA) for the 13th Street Alley art project. This funding has been approved by SHPO, and will go towards the projected budget of over \$10,000. The project involves the installation of murals on the walls of the buildings on either side of the alley at 13th Street, as well as the installation of permanent lighting fixtures. ADHDA will be responsible for the proposal and artist selection process and will be required to obtain a wall graphics permit, reviewed by the Historic Landmarks Commission, and administer the project through to completion. The City would act as the fiscal agent only. The work must be done by June 30, 2019, so there is some urgency to begin the process. The grant agreement has been reviewed and approved as to form by City Attorney Henningsgaard.

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

Item 6(g): Memorandum of Agreement to Renew Adoption of Tide Rock Park by Jessica Schleif

Jessica Schleif, Professional Gardener/Landscape Designer, visual-artist, and member of the Parks and Recreation Advisory Board, secured a grant through the Andy Warhol Visual Arts Foundation and the Regional Arts and Culture Council's Precipice Fund in 2018. Ms. Schleif utilized the grant award to adopt, beautify, and add temporary visual art displays to Tide Rock Park for one year.

Ms. Schleif is interested in renewing her adoption and care of the site for another year, following the same guidelines developed in the previous memorandum of agreement.

The Parks Advisory Board has reviewed the agreement and has recommended that City Council approve the renewal. The Memorandum of Agreement has been reviewed and approved as to form by the City Attorney.

It is recommended that City Council approves the renewal of the memorandum of agreement for adoption of Tide Rock Park with Jessica Schleif.

Item 6(h): Authorize Access Easement at 1234 Exchange Street

Munktiki, LLC, the new owner of the former Charter building located at 1241 Duane Street has requested an access easement to the rear of their building. The structure is adjacent to the City-owned lot with a basement that is accessible only by crossing the City property. The proposed City easement would be in the same area as the existing easement to Sean Fitzpatrick and Blue Mars, LLC. The proposed easement language would allow the City to modify the easement configuration in the future.

It is recommended the Council authorize the Mayor to sign the attached access easement for Munktiki, LLC with a one-time fee in the amount of \$1.00.

Item 6(i): Authorize IFA Financing Contract for Old Hwy 30 & Maritime Rd Ownership Access Rights Study

For many years the City of Astoria has been involved in discussions about ownership and maintenance responsibilities along Old Highway 30 and Maritime Road near Blue Ridge and Tongue Point on the east edge of the City limits.

In October 2018, Council concurred with Staff's recommendation that the City take the lead on resolving ownership, chain of title and legal access rights and authorized applying for a Business Oregon Infrastructure Finance Authority (IFA) grant.

IFA has offered grant funds for this effort with a 15 percent funding match. This grant funding will be used to hire an attorney specializing in property rights to review documentation, provide a legal opinion and define a path forward. The funding is for a total of \$60,000, which includes a \$9,000 match from the City. Match funds are available in the Engineering Public Works Fund for Professional Services. The City Attorney has approved the contract as to form.

It is recommended that City Council authorize the Business Oregon IFA Financing Contract for preparation of an Old Highway 30 & Maritime Road Ownership and Access Rights Study.

Item 6(j): Authorization to Amend MOA with Astoria Scandinavian Heritage Association

The Memorandum of Agreement approved by City Council to allow the Astoria Scandinavian Heritage Association to construct a new monument in People's Places Park needs to be amended to reflect the extent of the project's footprint now that the final design has been developed. The final design has impacts occurring within ODOT's property to the south and within the City's right-of-way along the trolley tracks to the north. The amendment adds requirements for ASHA to avoid built structures within 10' of the trolley tracks and to seek easements or agreements with ODOT for any work occurring on their property. The amendment also deletes an inadvertent reference to a slide that was accidentally inserted in the original MOA. The City Attorney has reviewed the amendment and approved it to form.

It is recommended that City Council approves the amendment to the Memorandum of Agreement between the City of Astoria and the Scandinavian Heritage Association.

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing and Resolution for Supplemental Budget Resolution For Waterfront Bridges Project Fund #190 and Maritime Memorial Fund #148

ORS 294.473 provides guidance for a municipality to hold a public hearing on a supplemental budget to adjust for changes which could not reasonably be foreseen when preparing the original budget. The process requires advertisement of a supplemental budget not less than 5 days before a Council meeting. There will be a public hearing for consideration of the supplemental budgets being presented. Council may consider a resolution to adopt the supplemental budgets as advertised.

Council adopted Supplemental Budgets at the August 20, 2018 meeting to provide additional funds in the Astoria Road District Fund # 170 and Promote Astoria Fund # 410 budgets providing for additional contributions from the City for the final bid costs associated with the Waterfront Bridges Project. Public Works engineering previously provided updates regarding the project and the necessary adjustments based on discussions with Oregon Department of Transportation. As of August 20, 2018 the final amount the City would be required to contribute was unknown and the details of an additional loan from IFA were pending. This amount is now available and the supplemental budget provided accounts for additional loan proceeds, amounts to be contributed to the project and the interest payment due on IFA loan balance in the current fiscal year.

Astoria Development Commission will consider a request to provide a loan to City of Astoria Maritime Memorial Fund # 148 in order to facilitate the completion of the Maritime Memorial expansion project. The funds requested are for excavation, landscaping repair and construction contingency which may be required. A supplemental budget is provided which recognizes the loan proceeds and provides additional appropriations in Capital Outlay within the Maritime Memorial Fund.

It is recommended that City Council conduct a public hearing and approve the supplemental budgets as presented in the attached resolution.

Item 7(b): Second Reading and Adoption: Vacation of a Portion of the Right of Way on 26th Street Northwest of Harrison Abutting Adjacent Undeveloped Lots

The City received a request from John Wood, on behalf of Adella Wood, to vacate a 60 X 150 foot portion of the 26th Street unimproved right-of-way abutting two parcels of Ms. Woods property (Tax Lots 80909CC02301 and 80909CC04101) located on Harrison Avenue. Ms. Wood would like to combine the two lots in order to construct a residential structure on the property.

The applicant has paid the \$869.82 calculated by staff (10% of \$8,698.24 real land value).

At their meeting of January 22, 2019 City Council conducted a public hearing and the first reading of the ordinance of vacation

It is recommended that the Astoria City Council conduct the second reading, and the adopt the ordinance to vacate a 60' by 150, portion of the 26th Street right-of-way adjacent to Tax Lots 80909CC02301 and 80909CC04101.

Item 7(c): Authorize ODOT Local Agency Agreement Amendment for the Waterfront Bridges Replacement Project.

In April 2018, the City entered into a Local Agency Agreement with the Oregon Department of Transportation (ODOT) for the construction phase of the Waterfront Bridges Replacement Project. This original Agreement was for a total estimated project cost for the construction phase of \$9,508,000, which includes construction, inspection and construction management services. The City's portion of these original project cost is 10.27% or \$976,471.60 with the remaining \$8,531,528.40 being an ODOT grant.

The attached Local Agency Agreement Amendment memorializes the verbal agreement by the City to provide additional funding for the project. Total estimated construction cost is now estimated at \$12,036,903.88 with \$10,653,537.57 being covered by the ODOT grant. The City cost has increased by the required 10.27% match (\$217,930.43) plus an additional \$134,121.26. Also included in the Amendment is the cost of \$29,900 for cost not eligible for federal funding to replace the existing 12-ft sidewalk on 11th Street (as described above and previously budgeted in the IFA loan). As a result, the total additional

cost described in the Amendment is \$381,951.69 bringing the City's estimated total construction phase cost to \$1,690,466.

In August 2018, City Council concurred with a funding strategy to pay for increased project costs that consists of using \$100,000 from the Astoria Road District Fund contingency, \$120,000 from the Promote Astoria Fund contingency and increasing the IFA loan for the remaining up to \$220,000. Based on the final numbers from ODOT, the IFA loan will actually be increased by \$132,052.

It is recommended that City Council approve the Local Agency Agreement Amendment with ODOT for the Waterfront Bridges Replacement Project.

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

Councilors Present: Brownson, Rocka, Herman, West, and Mayor Jones.

Councilors Excused: None

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

OATHS OF OFFICE

Mayor Jones asked Former Mayor Arline LaMear to swear in the new Councilors.

Item 3(a): Mayor Bruce Jones

Former Mayor LaMear administered the Oath of Office to newly elected Mayor Bruce Jones who was elected to a four-year term.

Item 3(b): Councilor Roger Rocka, Ward 1

Former Mayor LaMear administered the Oath of Office to Councilor Roger Rocka who was elected to a four-year term for Ward 1.

Item 3(c): Councilor Joan Herman, Ward 3

Former Mayor LaMear administered the Oath of Office to Councilor Joan Herman who was elected to a four-year term for Ward 3.

Mayor Jones presented Former Mayor LaMear and former Councilors Cindy Price and Zetty Nemlowill with bronze paperweights and thanked them for their leadership and service to the City.

REPORTS OF COUNCILORS

Item 4(a): Councilor Herman reported it was an honor to serve as City Councilor in the best place in the world. She thanked Parks and Recreation Maintenance Supervisor Jonah Dart-McLean for serving as Interim Parks Director. She also thanked him for giving her and Councilor Rocka a tour of the Parks facilities. She visited several properties she had not previously considered Park properties. Astoria has some of the most beautiful parks in the world.

Item 4(b): Councilor Brownson welcomed Councilors Herman and Rocka, and Mayor Jones. He is looking forward to working with the new Council.

Item 4(c): Councilor Rocka reported he also attended the Parks tour. He and his dogs are heavy parks users, but he had not known where Post Office Park was or that Youngs River Falls was a City park. He also learned that the Parks Department has services for people from six weeks old to their death. He was amazed at the number of properties the Parks Department has to maintain.

Item 4(d): Mayor Jones reported that the new City Council met three times before Councilors Herman and Rocka were sworn in, which is allowed under Oregon State Law. They met in December to get to know each other and discuss some of the issues they would likely deal with during the year. He was happy to be working with intelligent Councilors who were passionate about the city. Given the national political climate, he felt

strongly that it was important for local jurisdictions to set an example for how political discourse should take place. He believed this Council would be civil and respectful during disagreements. He wanted the City of Astoria to become an example of how to do local government right. On Saturday, he greeted Senator Ron Wyden at a town hall meeting for Clatsop County held at the Maritime Museum. On Thursday, he and Pat Corcoran from the Oregon State University Extension Office spoke about disaster preparedness. He was surprised by the number of applicants to the various City committees and boards. It was a wonderful statement about how many people in the community want to be involved and serve. After receiving input from the other three Councilors and with great difficulty, he made the following appointments and reappointments:

- Maritime Memorial Committee – Jaime McDermott and Keegan Rascoe
- Hospital Authority Board – Shannon Kilfoil
- Parks Advisory Board – Carla Oja, Natalie Osburn, Josh Saranpaa, Eric Halverson, Howard Rub, and Andrew Fick
- Budget Committee – Richard Hurley
- Historic Landmarks Commission – Victoria Sage and Ian Sisson
- Design Review Committee – Jared Rickenbach, Ian Sisson, Hilaire Phelps, and Robert Levine
- Planning Commission – Daryl Moore, Cindy Price, Pat Corcoran and Chris Womack

CHANGES TO AGENDA

There were none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 12/3/18
- 6(b) Boards and Commission Minutes
 - (1) Parks Board Meeting of 12/5/18
 - (2) Library Board Meeting of 11/27/18
 - (3) Historic Landmarks Commission Meeting of 11/20/18
 - (4) Planning Commission Meeting of 11/27/18
- 6(c) Change Monday Meeting Dates in 2019 that Fall on Holidays
- 6(d) Authorization for Lease Agreement with the Astoria School District for Use of Gray School Facilities
- 6(e) Amendment to Emergency Services Consulting International Agreement

City Manager Estes noted the following for clarification:

- Item 6(c) – The January meeting that would fall on Martin Luther King Jr. Day would be rescheduled to Tuesday, January 22, 2019. The February meeting that would fall on President's Day would be rescheduled to Tuesday, February 19, 2019.
- Item 6(e) – Emergency Services Consulting International employs Interim Fire Chief Curtis. The increase is for an additional \$40,000 above the base to provide for a \$90,000 contract.

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

REGULAR AGENDA ITEMS

Item 7(a): Consideration of Appointment of New Ward 4 Councilor

The Astoria City Council has received four applications to fill the remaining two-year term in Ward 4. Mayor-Elect Bruce Jones will vacate his seat upon selection of a new Councilor.

The following applicants are required to be residents of Ward 4 and registered voters. They have filled out an online application highlighting their work, education, and relevant experience as well as their reason for running for the seat.

Clifford F Hunter-Gammon – Software Support Manager

Pamela Mattson Mc Donald – Writer and Researcher

Kevin Leahy – Executive Director, CEDR and Clatsop Community College Small Business Development Center

Jessamyn Grace West – Executive Director, AAMC and Equine Naturopath

Applicants will be introduced at the City Council meeting. Each applicant will speak about their platform, their Council goals, and the reason they have chosen to run to represent Ward 4. The Mayor will open the meeting to public comment, followed by Council discussion.

Mayor Jones explained that Astoria's Charter provided two options for filling the vacant seat. The Council could leave the seat vacant until the next election in May or appoint someone to serve the rest of the term. He discussed the options with the other Councilors and Staff, and Council decided to take applications for the position. If the Council decides to fill the seat via election, the four candidates will campaign during the spring and will have another opportunity to campaign again when the term expires. If the seat remains empty until the election, all of the other Councilors would effectively be representing Ward 4. Therefore, he proposed that after hearing from the four applicants and the public, the Council deliberate in an attempt to reach a majority decision. If the Council cannot reach a majority decision, they will have the option to allow the Ward 4 voters elect a Councilor in the May election or use a coin toss to break a tie. He asked Councilors to comment on the options presented.

Councilor Brownson stated a decision could be made at the next meeting so that the Councilors and the public would have time to consider the information presented tonight. In the event of a tie, he suggested the seat be filled via election.

Councilor Herman said she wanted to hear from the applicants and the public. She wanted to know if they would have applied if it meant running for office. If the Council comes to a tie, she would want the decision to go to the voters.

Councilor Rocka stated he favored an election over a coin toss. However, if there is a tie, that must mean there are two great candidates, so the community would win either way. He believed everyone present wanted closure on this instead of dragging it out and making the process more painful and time consuming. He preferred a coin toss but would never object to an election.

Mayor Jones said he would prefer an election if there was a tie among the Council.

Councilor Brownson noted that Mayor Jones represented Ward 4 as a Councilor and still does as Mayor, so he would not be concerned about leaving the seat vacant until the election.

Mayor Jones invited each of the applicants to make a presentation.

Clifford Hunter-Gammon, 4491 Commercial St. Astoria, said he moved to Astoria a number of years ago to realize a number of dreams. He and his husband purchased their first home together and joined a wonderful community of people who have become good friends and neighbors. He is the son of a multi-generational Oregon family dating back to pioneer days. His mother lived in Astoria in a Ward 4 neighborhood as a young adult. He was born in Alabama and lived in the mid-Atlantic in his early adult years. He moved to Portland about 12 years ago. He chose to apply for the Ward 4 Council position because he wanted to give back to the community and make a difference. As he speaks to residents all over the city, he hears many concerns about the future and the preservation of the city's beauty and way of life. He would like to ensure the Council does that well. He has had two careers with a strong desire to help others. As a banker, he was awarded for making loans to woman-owned businesses. As a software engineer, he ensured mission critical systems were working for the military, space program, and financial sector. He was also active volunteering by leading a major fundraiser for the Epilepsy Foundation, volunteering with Habitat for Humanity, various food banks and elder day care. As a resident of Takoma Park, Maryland, in the 1990s, he served on a local committee and wrote legislation that helped families with daycare, schooling and other day-to-day activities. As Councilor, he believed it was important to focus on two main qualities, listening and balance. Listening is extremely important because one cannot find solutions if the problem is not known. He finds solutions every day and he would like to do the same

for Astoria. He has heard many topics of concern, including homelessness, housing, increased cost of living, preservation, traffic and safety, and emergency preparedness. For every solution, balance is needed because change affects residents, the community's natural beauty and life in the city of Astoria. Growth and development needs strong guidance from the City to ensure history is preserved and quality of life is maintained. Affordable housing is needed, but the community also needs to preserve the waterfront and architecture. Funding is needed for various projects, which needs to be balanced with the most vulnerable citizens who live on fixed incomes or cannot afford new large tax bills. He believed ride sharing was one example of how changes could positively affect the community. Ride sharing has not expanded to Clatsop County. The City could encourage that expansion and provide benefits to residents, including job opportunities, reduced downtown parking, increased business for bars and restaurants, reduced drinking and driving, options for residents to get to appointments, options for people who want to work and have no other option to get to work except public transit. He has heard concerns for the three cab companies and he believed the economic impact of this change could be mitigated with a modest ride sharing tax that would provide loans and grants to the cab companies to upgrade their vehicles and increase their capacity for traditional taxi service and ride sharing. He thanked the Council for their time and consideration.

Pamela Mattson McDonald, 22 Nimitz Dr. #2, Astoria, said she lived in Emerald Heights, which was an unknown berg with 500 domiciles. She was very concerned about her neighborhood. She had lived in Astoria since 2001. She used to live in Pacific County and before that in many different cities around the United States. She has practiced a number of different professions, which has given her a broad perspective that is relevant to Astoria today, from the arts to the Merchant Marines. She started her career running a successful architectural ceramics manufacturing facility selling a line of sinks, tile, lighting fixtures, and fire places. She educated herself on building and plumbing specifications in seven states where she sold her wares. Working as a Merchant Marine she traveled the Pacific Ocean, visiting many domestic and foreign ports, which gave her insight and ideas as to successfully working maritime facilities. She was knowledgeable about the growing economics and technology of sustainable energy, electric vehicles, and their infrastructures. As a journalist, she reported on the innovations and spread of this important option for the future of the planet in magazines and trade publications. The local community college is extremely important, a needed step up and training institution leading to many types of living wage jobs. With the help of this facility, she was able to be successful in her ceramic manufacturing facility and gain her license as a Merchant Marine at MERTS. She currently does not own property in the city and rents her residence, so she will contribute a unique perspective. Affordable housing is of great concern to her, especially for those employed by the hospitality industry which rarely pays a living wage and for which this City Council just added more non-living wage jobs with the hotel they approved. She knew how difficult it was to afford housing. She was kicked out of her former residence last year when her landlords upgraded the property to attract more affluent renters. She had been a member of the Washington State Growth Management Committee, the Pacific County Planning Commission, KMUNs Tillicum Foundation Board, and the American Association of University Women. She volunteered for the Warrenton Astoria Chamber of Commerce and has participated in Planning Commission, Port Commission, and Astoria City Council meetings. Her diverse experience throughout her life gives her perspective and understanding of issues the city needs to address now. She is a self-starter and likes to try new ideas. She is also a creative problem solver. She loves to thoroughly research topics or issues that interest her. She has been engaged in the community and kept informed of key issues this Council must address through her participation in public meetings and attendance at forums and events. She is well qualified and highly motivated to work with the rest of the Council to move Astoria forward to a bright and prosperous future for everyone in the town.

Kevin Leahy, 3560 Irving Ave. Astoria, said his platform was affordable housing. The average home price in Astoria has gone from \$176,000 in 2011 to \$266,000 in 2018, almost a 50 percent increase. Astoria has lost population. The population is currently 9,695, down from 10,000 in 1990. The City needs to take action on the Comprehensive Housing Study recommendations. He noted that he was part of the Advance Astoria Five-Year Plan, which was number one on City Council's goals adopted in 2017. His platform also included a balanced workforce. Better trained and paid workforce in Astoria and the surrounding communities will assist in homeownership and keep youth here after high school or after attending Clatsop Community College. He sits on the cabinet at the college and spearheaded the Clatsop Job and Career Fair with a lot of partners. The Clatsop Works paid internship program allows him to be the voice of students, educators, and regional business partners. The third aspect of his platform is listening to and taking action on behalf of Ward 4 constituents in Uppertown, Alderbrook, and Emerald Heights. If he is appointed, he would hold meetings with the citizens within 30 days. He wanted a thriving downtown, which is Astoria's core. He would work proactively with City Council and Staff to offer recruitment and retention incentives. He wanted Astoria to be competitive with other cities and

supportive of existing businesses. He has been a member of the Astoria Downtown Historic District Association (ADHDA) Business Development Committee for seven years. He is also the director for Clatsop Economic Development Resources (CEDR) and the Small Business Development Center (SBDC), as well as economic development direction for Clatsop County. He can bring a unique voice as he volunteers for Astoria City Council to help focus what he has learned from other meetings and involvement. All of the City Council goals are important, but he believed he could contribute to the goals to support the work and recommendations of the Homelessness Taskforce, implement the provisions contained in the City of Astoria Affordable Housing Study, increase disaster resilience amongst the community, and work with community partners to implement the Five-Year Economic Development Strategy. He applied because his family has been in Clatsop County since 1879 and in Astoria since 1900, so he wanted to honor the past of this beautiful river city and the individuals and families who settled here while welcoming new residents who would be instrumental at building the future and working together to make Astoria the best it can be. He was a consensus builder with no agenda other than looking at things through the eyes of economic development and business. Without a thriving business community, citizens during their earning years will not stay in Astoria. He understands the importance of the beautiful riverfront and working within the guidelines of what has already been established. He moved away after high school and came back in 2011 to take his current job. He is working his dream job in his home town. He is all about volunteerism. He is past president of the Astoria Regatta Festival and currently serves on the board. This will be the 125th year of the Regatta. He was also a member of Seaside Rotary, Saint Mary's Star of the Sea, and the ADHDA. He was here to serve the citizens of Astoria. He asked City Council to consider his experience and background related to a balanced City Council.

Jessamyn Grace West, 3409 Irving Ave. Astoria, said she has volunteered at Coast Community Radio for almost nine years. She works with horses and serves as executive director for the Astoria Arts and Movement Center, which she founded in 2011. When she first moved to Astoria 14 years ago, she had a rough start. She had a lot of really strong ideas and good intentions for Astoria, none of which came to fruition because she was not yet connected to anyone or anything. It took a few years for her to learn that it was less about what she believed was good for Astoria and more about listening to the community that was already here and created this amazing place. Her perspectives came from a range of people, bartenders, business owners, lawyers, people who work with children, domestic violence abuse survivors, law enforcement, doctors, homeowners, people who do not have anywhere to live, artists, and contractors. All of these people have educated her over the years about what it means to live in a small community and what is important to people and their families. Conversations she has had with people in her ward are what prompted her to get more involved at the decision making level. She did not have an agenda, but if she did it would be put community first. She is a strong advocate for supporting infrastructure in order to grow responsibly and sustainably. She would look forward to working on issues related to homelessness, affordable housing, living wages, facilities, Parks and Recreation, the library, the natural resources, the river, and integrating the Hispanic voice into discussions. Her ideas have evolved around different perspectives over time as she gets to know people here. There is a range of perspectives and if she were appointed, she would do her best to advocate on behalf of her ward. On March 28, 2018, she and two other women closed the sale on the Oddfellows building. If anyone had told her she would be an owner of a downtown behemoth two years ago, she would not have believed it since her biggest possession at the time was her 1999 Honda Civic. Her love for community, the downtown, the historic building, and all of the people it mattered to told her to be brave and stand up to fight for what she believed in. If she was appointed, she would listen to the community and get to work.

Mayor Jones said he was impressed with all four candidates. Originally, the City had six candidates, but two withdrew shortly before the press announcement was published. He thanked all of the candidates for coming forward. He called for public comments.

Graham Nystrom, 3409 Irving Ave. Astoria, Ward 4, said he preferred Ms. West. She is an amazing person and he is incredibly lucky to be her partner. The City of Astoria would be incredibly lucky to have her as a Councilor. He is new to the area, but believed that Astoria and many places in the country need protection and someone who is willing to fight. Ms. West is capable of doing both. What happened with the Oddfellows building was a manifestation of her ability to see what needed to be done and to take the necessary actions. She does the right things for the right reasons because of what she has learned. The Oddfellows building was protected from irresponsible development almost single handedly. The community that uses that space was protected. She will continue to do that for every aspect of Astoria. If you want something done, give it to a busy person. That makes her an excellent candidate. He invited people to ask him personally why Ms. West would be a good Councilor

and he would provide a lot more information. Ms. West is the ideal candidate and she would campaign if necessary. Her love for Astoria is real and powerful.

Raven Russell, 931 Avenue H, Seaside, said she works for a non-profit that serves the community as is invested in the well-being of Astoria. Over the last seven years, she has been privileged to actively volunteer with Kevin Leahy. She succeeded him as club president and worked very closely with him during the transition of officers. She observed him as a leader, a board member, and as someone who gets work done. A lot of people have great ideas for what could happen in the community and they need to be part of the conversations. The community also needs people who can enact ideas. She has seen Mr. Leahy take really complex ideas and figure out action steps to make them achievable. She has seen him impact lives, rally leaders around him, and agree to disagree in a respectful way. Mr. Leahy would be a phenomenal candidate and she hoped Council would seriously consider his nomination. She would love to see him bring his leadership to the City of Astoria.

David Reid, 4924 Cedar, Astoria, Ward 4, said he personally supported Kevin Leahy. He would be the ideal choice because he understands what makes a community great and he will be ready to go on day one. With just two years left on the term, getting someone up to speed quickly is extremely important. Mr. Leahy knows budgets, strategic planning, public meetings protocol, ethics, and much of what makes public service different from running a private business. He volunteered alongside Mr. Leahy for many years and worked with him for two years. He is the first to work, the last to leave, and he is always doing something to make this a great place to live through his job and many volunteer efforts. Mr. Leahy's work with the City of Astoria's Advance Astoria project is a great example of his knowledge of economic development. Mr. Leahy is a leader and leadership is a quality the community can always use a lot more of in government, business, and the community. Among the sharpest of Mr. Leahy's leadership skills is his ability and willingness to listen. Despite his extensive experience, he seeks and encourages input before making important decisions. That results in better decisions, more buy-in from stakeholders, and better follow-through. Having grown up here, Mr. Leahy's roots in Astoria run deep. He knows how the city got to where it is today. He has the ear and respect of business, political, and community leaders throughout Oregon. A person with the knowledge and influence that Mr. Leahy has, wielded in the most collaborative and responsible way possible is exactly the type of person he wanted representing his ward on City Council.

Chris Farrar, 3023 Harrison Ave. Astoria, Ward 4, said he felt very strongly about who represented his ward. He believed the city needed new ideas and that Council should not take someone who had been involved in so many things for so long. The Council needed a fresh face, a younger person, or a woman. There is only one woman on the Council, but the audience was about half women. Therefore, he believed the Council needed another woman for balance. Even City Staff only has one woman as a department head. The city needs the perspective of more women. He looked through the City's records back to 1988 and found that every Councilor from Ward 4 had been a man. He preferred that Council consider one of the two women who applied.

Daryl Moore, 3377 Grand Ave. Astoria, said the clear winner is Ward 4 and the City of Astoria. The applicants are great and he was excited to see where Council goes with their decision. He encouraged Council to come to a decision tonight because leaving a seat vacant for five months will expose the Council to decisions being unmakeable without a clear majority. Things will fail that might otherwise go through. It is already tough to make controversial decisions, so adding the inability to come to a majority will just make it more difficult to make decisions. Ward 4 elected Bruce Jones a couple of years ago, so he was confident that Mayor Jones would continue that representation and speak on behalf of Ward 4 residents who are not present. Additionally, running an election costs money. It would probably cost the City \$10,000 or \$15,000 to participate in the election and he did not believe that was necessary for a short term.

Prudence Dean, Cathlamet, said she was speaking on behalf of Ms. West. She is gracious and has a wide social circle. She comes prepared and the community can count on her. She has a different work style and is very collaborative. She is all about working together to make things happen. She is a listener and welcomes input. Every year, Ms. West puts on a huge dance show. She had told Ms. West that she wanted to learn some choreography but did not want to perform and Ms. West said that was fine. Instead of asking her to fill for two girls who could not dance, Ms. West told her about the situation, so she volunteered. Ms. West has transformed a group of dancers. At the end of class, the lights are low and people are sitting. Ms. West has an off the cuff talk so that the participants leave with intention. If Ms. West was a football coach, the team would never lose. Ms. West is also an amazing writer. She wrote a grant and received everything she asked for on the first try. Ms. West inspires people to be better. She most appreciates Ms. West's integrity. Ms. West will do the right thing.

Bob Goldberg, 3741 Harrison, Astoria, Ward 4, said he knows the election process. He ran previously and lost by three votes. He supported Mr. Farrar's comments and agreed that both women were qualified. However, he would vote for Ms. West. The Council told him it would be really great if a young woman applied for this position. They got one so they should go for it.

Dwight Caswell, 1470 Alameda, Astoria, Ward 1, said about ten years ago he was at photography exhibit at a gallery. During the reception, he could hardly fail to notice a gorgeous red head standing in front of one of his prints weeping. They were introduced and Ms. West became one of his great friends. He helped her start the AAMC and he has known her in a lot of different ways over the years. He is impressed with her intelligence, creativity, her belief in community, and the courage of her convictions. People in town know her as a performing artist, a business woman, a radio programmer, and a lot more. She is capable of handling anything that is thrown her way. He would like Council to give her a chance as a Councilor. He could not think of anyone who could do a better job.

Jim Stoffer, 51st and Cedar, Astoria, Ward 4, said in 1992, Sue Schroder was elected represent Ward 4 on City Council and she did a great job. He was impressed with Ms. West's grass roots initiative and her ability on the Oddfellows project. He wanted Ms. West to represent Ward 4.

Jeffrey Oja, 1134 Grand Ave. Astoria, Ward 3, said he supported Ms. West. He has known Ms. West for 15 years and her Oddfellows project stands out. The project is brought up in general terms, but the reality of what happened is so important to the trend that the citizens are seeing in Astoria. Someone from out of the area was going to take a historic building and completely demolish it, meaning it would not be a historic landmark anymore. Ms. West is not the only one who stood up and said those people could not have the building. All of the girls were upset about it. The community rallied around them and made the initiative to keep the space historic. If Astoria loses its history, what more do we have other than what we are, which is a tremendous historic community. If you want a voice for the people, that is Ms. West. The only real piece Ms. West has as far as having to get entrenched in the government piece was the Oddfellows building. That lit a fire in her to run for this position. She is willing to give her time and wants to put some of that passion towards Ward 4 and the City as a whole. As a local business owner and homeowner, he always goes to Ms. West because she always knows what is going on in the community.

Cyndi Mudge 434 South Denver, Astoria, Ward 2, said she supported Kevin Leahy. He is truly a consensus builder who loves his community and understands what is required. He has been actively involved in the housing issue and he wants to see it solved. He is a solutions person, he has a lot of passion for this town, and he has always been welcoming to new commers and new ideas. She has worked with Mr. Leahy on several different projects. Volunteerism is one of the places she sees him time and time again. This town is built on volunteerism.

Jessica Newhall, no address given said she supported Kevin Leahy. She is the president of the Assistance League, which is a membership organization with 120 women. She is the first person to say that women have the right to sit at any table. She is lucky to have an employer and a boss who recognized that. She is the first female lead advisor at Clatsop Community College's Small Business Development Center. Mr. Leahy does not see gender, he looks at the merits of the individual and the challenges in front of him and addresses those and builds consensus based purely on fact and experience and what is best for all involved. It is not always based on politics. He can come across as a politician, but that is not who he is. He is for the people. While there are some incredible women who stepped forward, she believed Mr. Leahy was gender neutral in the sense that he sees that anyone with the right experience, the right credentials, and the right passion can step into a role.

Mayor Jones called for a recess at 8:15 pm. The meeting reconvened at 8:25 pm to continue public comments.

Anna Stamper, 1030 Grand Avenue, Astoria, said she supported Kevin Leahy. Ward 4 is lucky to have so many applicants and the Council's decision would be tough to make. Mr. Leahy is her boss. He has the ability to innovate and problem solve. He has inexhaustible energy and serves on so many committees in so many different places. He volunteers, represents his staff at meetings, represents Clatsop County at the regional and state level, and advocates for Astoria at many committee meetings. A lot of the challenges that Astoria is facing right now will need new ideas and open mindedness. The Clatsop Works program is a very innovative program and is one of the first in the county of its kind. It is one example of innovation and community building. The ADHDA Business Development Committee welcomes businesses by getting together and giving gifts to opening

businesses. The amount of effort Mr. Leahy puts forth to help build businesses makes Astoria and Clatsop County a welcoming place. He is a great person to work with and work for. The Council and Astoria would gain a lot by having him on City Council.

Elizabeth Menetrey, 3849 Grand Ave. Astoria, Ward 4, said Ms. West has always astounded her with energy and heart. She completely trusts that Ms. West would represent the people first. All of the candidates are qualified, but she really trusted Ms. West to bring something new, fresh, and a new kind of energy that Astoria needs. It is time to look at things a little differently.

Andrea Mazzarella, 537 Bond Street, Astoria, Ward 1, said she supported Ms. West. All of the candidates are wonderful and she did not believe the city could lose in this situation, but she supported Ms. West because of her heart, integrity, ability to be powerful, passionate, and caring while remaining reasonable and logical and respectful in conflict. She would not have gotten through the Oddfellows purchase if it was not for Ms. West because she was the powerhouse who saw things through when the situation felt hopeless. Ms. West has been awarded many grants for the AAMC and volunteers at the Liberty Theatre, The Harbor, and KMUN. She is also an incredible listener.

Amanda Gladdox, 511 Franklin, Astoria, Ward 3, said she supported Kevin Leahy. He brings several key skill sets, experience, and an established network in the local small business community that will help make him an effective and successful City Councilor. Mr. Leahy brings together new and old Astoria. He was born and raised here and has deep roots in the community. This background provides him with a thorough understanding of the values, concerns, and wishes of long time residents. However, his life experience has also made it easy for him to relate to Astoria's newer residents. Since he spent many years away from the community, he brings a breadth of experience after seeing how other places have approached the same challenges the community faces today. He understands the perspectives of Astoria's newer residents as well as those who have lived here for generations. Mr. Leahy is focused, articulate, optimistic, and effective. He will come well prepared to City Council meetings, work collaboratively, and bring enthusiasm and a can-do attitude to finding solutions to the challenges that the City faces. Mr. Leahy is well connected within Astoria's small and large business community. He will bring a realistic grounded perspective on how Astoria can evolve with the interests of the people who live and work here always kept at the forefront.

Victoria Sage, 613 W. Marine Dr. Astoria, Ward 2, said she supported Ms. West, although it warmed her heart that there were so many passionate candidates. Ms. West represents the female demographic and the artists. It takes a brave and guileless person to put everything that she has on the line to invest in a community of artists. Her livelihood relies on rent from them, which is a brave thing to do. This is the opportunity to have the voice of a person with a fresh fire in her belly.

Cindy Price, 1219 Jerome, Astoria, Ward 3, said as a community leader, she felt that identity politics have caused a lot of problems in this country and she did not agree with them. However, when she has two candidates who are very similar, as Astoria has in Mr. Leahy and Ms. West, she looks for diversity. She looks to see who can bring in qualities that are not currently represented. Therefore, she asked City Council to seriously consider appointing Ms. West. She is a young business woman involved in the arts community, which is one of Astoria's building blocks. She brought in a cohort of people never seen at a City Council meeting. It is important to bring in the next generation and people who are not already there, but who have the abilities.

Suzie McLeary Blackmare, 5241 Ash St. Astoria, said she had lived in Astoria since 1972 and had never felt so close to the Council as she has in the last eight years because she helped raise Zetty Nemlowill. She was sure things were in good hands with Ms. Nemlowill on City Council. She was sorry that Ms. Nemlowill had to step down. Open minded youth are important and Ms. West represents the kind of promise Astoria needs. The community needs someone with the ability to listen and balance all of the views and be gracious. Ms. West has qualities she had not discovered yet. She was proud of Ward 4 for bringing the passion of the community together. Alderbrook was always considered the forgotten step-child of Astoria and that is no longer the case. She wanted Ward 4 to be represented on Council in a meaningful way.

Fred Alfonz 1232 Grand, Astoria, Ward 3, said he had lived in Astoria most of his life. He supported Mr. Leahy.

Amanda Cordero, 306 W. Exchange St. Astoria, Ward 2, said Ms. West had been her friend and neighbor for quite a while. Ms. Ward's attention to detail makes her a great candidate. She is very meticulous and committed.

Whatever she does, Ms. Ward commits 100 percent. She has a very keen awareness of how long things take and how much work things are. She would never bite off anything she could not chew. If Ms. West has decided she wants to do this, she is very serious about it. She will not make decisions on the Council lightly. She will do research and find out everything there is to know.

Keegan Rascoe, 686 Harrison Ave, Astoria, said Mr. Leahy gave him a summer job, which he was very grateful for. Mr. Leahy has the experience, so he supported Mr. Leahy.

Mayor Jones thanked the candidates and said the comments were impressive. He called for Council discussion and deliberation.

Councilor Brownson believed all of the candidates brought something to the table and no one stood out to him. While Mayor Jones has described a process for moving forward, there are no rules about how the Council should appoint someone. So, the Council is trying to do its job in the best possible way. He was acquainted with Ms. West as an occasional programmer at KMUN. He knew Mr. Leahy through his work with Advance Astoria. No matter what happens, Mr. Leahy would continue to contribute to the community. He thanked the people who spoke for Ms. West and Mr. Leahy. He believed Ward 4 voters should have the opportunity to make this decision. An election for one ward would probably cost the City \$2,000 to \$3,000, which would be a good investment. At this time, he supported Ms. Ward because she represents a demographic that rarely gets represented by this Council. This is an opportunity for Ms. West to represent her ward and those who will be the leadership of Astoria in the future.

Councilor Herman said she considered Mr. Leahy and Ms. West to be the top two candidates. They both bring a lot of qualities, experiences, and integrity. She believed it would be good if the Council could come to an agreement tonight. She supported Ms. West because she is a small business owner in downtown Astoria, she is a performing artist, and she is a non-profit business owner. However, the City would also be in great hand with Mr. Leahy. She appreciated everyone who engaged in the community because that is what democracy is all about.

Councilor Rocka believed the Council had four strong candidates to choose from. It is important for the Council to have representation that is varied. This is a cannot lose situation. Choosing either Mr. Leahy or Ms. West would be a win. Because of the things Ms. West can bring to the Council in terms of her youth, as a young entrepreneur, and as a volunteer in the community, it broadens the experience of the Council to select Ms. West for the position.

Mayor Jones agreed that Mr. Leahy and Ms. West would be excellent Councilors. Ninety percent of the time, his constituents in Ward 4 talked about jobs and housing. Therefore, he considered which of the Ward 4 candidates would be best positioned to most effectively help the City immediately with jobs and housing. He believed Mr. Leahy would be able to most quickly help the City with living wage jobs and affordable housing.

City Attorney Henningsgaard explained that Mayor Jones still needed to officially resign the Councilor representative for Ward 4 and City Council would have to declare the seat vacant.

Mayor Jones stated, "I, Bruce Jones, Councilor of Ward 4, City of Astoria, Oregon, resign my position effective immediately."

City Council Action: Motion made by Councilor Rocka, seconded by Councilor Brownson, to declare the City Council seat for Ward 4 as vacant. Motion carried unanimously. Ayes: Councilors Brownson, Rocka, Herman, and Mayor Jones; Nays: None.

City Council Action: Motion made by Councilor Herman, seconded by Councilor Rocka, to appoint Jessamyn Grace West to the City Council seat for Ward 4 for the remainder of the current term. Motion carried unanimously. Ayes: Councilors Brownson, Rocka, Herman, and Mayor Jones; Nays: None.

Mayor Jones administered the Oath of Office to Councilor Jessamyn Grace West, who was elected to a two-year term for Ward 4.

Item 7(b): Public Hearing and First Reading of Ordinance Readopting Certain State Statutes to Reflect Changes Made by the 2018 Oregon Legislature

The 2018 legislation passed by the Oregon Legislature, for the most part, became effective on January 1, 2019. 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 hold a public hearing and conduct the first reading of the proposed ordinance.

Mayor Jones opened the public hearing at 9:06 pm and called for public comments. Hearing none, he closed the public hearing at 9:06 pm.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Rocka, to conduct the first reading of the ordinance readopting certain State Statutes to reflect changes made by the 2018 Oregon Legislature. Motion carried unanimously. Ayes: Councilors Brownson, Rocka, Herman, West and Mayor Jones; Nays: None.

Director Brooks conducted the first reading of the ordinance.

Item 7(c): Resolution Designating Authorized Signers

The persons authorized by the City Council to sign checks and other bank withdrawal instruments on behalf of the City are designated by resolution. The attached resolution removes former Mayor Arline LaMear and adds Mayor Bruce Jones as an authorized signer for bank transactions.

It is recommended that City Council consider this resolution for adoption.

City Council Action: Motion made by Councilor Herman, seconded by Councilor Brownson, to adopt the resolution removing former Mayor Arline LaMear and adding Mayor Bruce Jones as an authorized signer for bank transactions. Motion carried unanimously. Ayes: Councilors Brownson, Rocka, Herman, West and Mayor Jones; Nays: None.

Item 7(d): Consider Initiating Vacation of a Portion of the Right of Way on 26th Street Northwest of Harrison Abutting Adjacent Undeveloped Lots

The City has received a request from John Wood, on behalf of Adella Wood, to vacate 60 X 150 foot portion of the 26th Street unimproved right-of-way abutting two parcels of Ms. Woods property (Tax Lots 80909CC02301 and 80909CC04101) located on Harrison Avenue.

Upon review of the site, it was determined that there are no public utilities on or adjacent to the proposed vacation area and that the City would have no future need for this particular portion of the right-of-way.

Based on County Assessor's records, staff has calculated the real market land value of properties adjacent to the property as \$0.97 per square foot. Staff is proposing that an assessment of \$869.82 (10 percent) of the real land value (\$8,698.24) be considered for the vacation of 9000 square feet of the right-of-way.

It is recommended that the Astoria City Council consider the attached resolution of intent to hold a public hearing concerning the vacation of a portion of the 26th Street right-of-way adjacent to Tax Lots 80909CC02301 and 80909CC04101.

Note: Per the Change to Monday Meeting Dates item in the Consent agenda noted above, the hearing will be held on Tuesday, January 22, 2019 due to the Martin Luther King Jr. holiday which falls on the Monday when City Hall will be closed.

Councilor Brownson confirmed with Staff that Harrison and 26th were not improved and there were no through streets in that location. Public Works Director Harrington added that the area was full of trees and the right-of-way to the north was previously vacated.

Councilor Rocka said the property is owned by the property owner, not the City. The City just has a right-of-way through it. If there is no need for the City to maintain the right-of-way, it can be vacated.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Rocka, to adopt the resolution of intent to hold a public hearing concerning the vacation of a portion of the 26th Street right-of-way. Motion carried unanimously. Ayes: Councilors Brownson, Rocka, Herman, West and Mayor Jones; Nays: None.

Item 7(e): Multi-Jurisdictional Natural Hazard Mitigation Plan – 5-Year Update

At their October 20, 2008 meeting, Astoria City Council adopted a Multi-Jurisdictional Natural Hazard Mitigation Plan (MJNHMP) and the City of Astoria Addendum. This Plan was developed in partnership with Clatsop County and Columbia River Estuary Studies Task Force (CREST). The purpose of the Plan was to increase the County's and City's resilience to natural hazards that could affect the region including earthquakes, floods, droughts, landslides, coastal erosion, tsunamis, windstorms, winter storms, wildfires, and volcanoes. The Plan included discussions on demographics, critical facilities and infrastructure, risk assessments, and other historic data. City adoption of the Astoria Addendum opened doors for grant funding on projects that reduce risks posed by natural hazards in advance of a disaster. Also, adoption of the Addendum provided opportunities for additional grant funding on projects following a natural disaster. Each municipality within the County developed their own MJNHMP addendums which ultimately were incorporated into the County's Plan. Prior to adoption of the Plan and Addendums there were public meetings and opportunities for community member participation and input.

FEMA requires that the Plan and Addendums be reviewed and updated every five years. On July 6, 2015, the City Council adopted a resolution updating the City Addendum as approved by FEMA. The Clatsop County MJNHMP was completed in 2015 with participation by Clatsop County and its five municipalities: Astoria, Cannon Beach, Gearhart, Seaside, and Warrenton. The next five-year review is due in 2020. As in the past, Clatsop County has taken the lead in the process to update the County-wide Plan and various jurisdictional Addendums. Department of Land Conservation and Development (DLCD) has offered a grant and staff to assist with the updates. Since natural disasters do not respect jurisdictional boundaries, the Plan covers the entire County and recognizes the need for intergovernmental cooperation.

The County-wide Steering Committee has been meeting with DLCD over the last few months to develop a process for completion of the required 2020 update. DLCD has advised the Committee that the format and process for the new update is different than was previously used and adopted. The new Plan will not have Addendums for each community but will be one County-wide document that incorporates specific information about each jurisdiction within the main County Plan. This will reduce the need to duplicate base information in each jurisdiction's Addendum.

DLCD has prepared an Intergovernmental Agreement (IGA) for each jurisdiction to sign to accept the DLCD grant and assistance. The IGA identifies the Scope of Work and timeline for the overall project. Each jurisdiction is responsible to hold its own public meetings with the assistance of DLCD. However, many public meetings and surveys can be held jointly with other jurisdictions. The DLCD grant amount will go directly to DLCD and not through the jurisdictions. It requires a 25% cost share (matching amount) from the member jurisdictions. This cost share would be in the form of staff time for the development of the Plan. No cash match is required. The project is funded by a FEMA Pre-Disaster Mitigation (PDM) planning grant. A PDM planning grant must culminate in an NHMP that is adopted by jurisdictions and approved by FEMA. By signing the IGA, the City agrees not only to consider but also to adopt the NHMP that FEMA has agreed to approve. Failure to have an adopted NHMP would result in the City's inability to obtain FEMA assistance for pre-disaster projects and/or post-disaster aid. Therefore, it is in the City's best interest to join with the County and other jurisdictions to prepare a comprehensive County-wide Plan with the grant funded DLCD assistance. The draft Plan would go through formal review by the Council at draft and final adoption stages as well as regular updates and work sessions.

The IGA specifies the responsibilities of each party in the agreement which are noted in the staff memo. City Attorney Blair Henningsgaard has reviewed and approved the IGA as to form.

It is recommended that the Council authorize the Mayor to sign the attached Intergovernmental Agreement with DLCD for the preparation and eventual City Council adoption of a Multi-jurisdictional Natural Hazards Mitigation Plan.

City Manager Estes noted that due to the federal government shutdown, FEMA has not been able to review the document. So, Staff is requesting pre-approval of the IGA awaiting FEMA's final review. Any substantive changes would be brought back to City Council for approval before signing the final document.

Special Project Planner Johnson explained that the City needed a natural hazard mitigation plan in order to get funding for preventive measures or for help restoring infrastructure after an event. The plan must be reviewed and updated every five years. FEMA provided a grant to DLCD to help local jurisdictions with the updates. The IGA is between the County and all of the jurisdictions that will be working on their updates using this grant money. This is a big help to the City because the plan must include all of the natural disasters that can occur, reporting, analysis, risk assessment of facilities, and potential impacts of natural hazards. A steering committee has been meeting since beginning the plan and this update will add to the record what has occurred, what has changed, and will add climate change as an impact. This year, FEMA has requested the format of the document be changed. Instead of a County plan with addendums for each City, there will be one plan that identifies the impacts of each natural disaster on each City. DLCD will do the formatting changes and write the updates into the plan. Staff and consultants will review Astoria's infrastructure, meet with stakeholders, and ensure that the plan meets everyone's needs. Public meetings will also be held. If the Mayor signs the IGA, she and City Manager Estes will represent Astoria on the steering committee. The City will also be agreeing to sharing the cost of the required match for the grant by offering Staff time. Signing the IGA also indicates that the City agrees to adopt the final plan. Staff did not get the final draft of the IGA due to the government shutdown, but she did not anticipate any substantial changes, just changes to the timeline.

Councilor Brownson confirmed with Staff that school districts were considered stakeholders. Planner Johnson added that originally, cities, the County, and some water districts were the only jurisdictions included. However, the plan must include hospitals, school districts, and fire districts. Other stakeholders include the Red Cross, health departments, Sunset Empire Transportation District, and the college.

Councilor Brownson understood Astoria was responsible for a 25 percent match. Planner Johnson said the entire jurisdiction was responsible for 25 percent. All of the jurisdictions will meet the match with Staff time.

City Council Action: Motion made by Councilor Rocka, seconded by Councilor Brownson, to authorize the Mayor to sign the attached Intergovernmental Agreement with DLCD for the preparation and eventual City Council adoption of a Multi-jurisdictional Natural Hazards Mitigation Plan. Motion carried unanimously. Ayes: Councilors Brownson, Rocka, Herman, West and Mayor Jones; Nays: None.

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

Item 8(a): Election of City Council President

City Manager Estes gave a brief description of the duties of City Council President.

City Council Action: Motion made by Councilor Rocka, seconded by Councilor Herman to elect Tom Brownson as City Council President for 2019. Ayes: Councilors Brownson, Rocka, Herman, and Mayor Jones. Nays: None.

Mayor Jones invited public comment on any topic of interest.

Sarah Jane Bardy, 250 11th Street, Astoria, said she was speaking as a Design Review Committee member and as an individual with a strong belief in holding public officials accountable. She recently applied to be on the Planning Commission. When she received a text from Mayor Jones asking to meet on January 2nd, she assumed it was about her application. It turns out she was called in for a closed-door reprimand. She was told that many Councilors and Commissioners have called for her termination because they believe she is not impartial. She was scolded for attending, speaking, and clapping after public testimony at the Marriott Hotel City

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Council appeal hearing, all of which she believed she had the right to do. Mayor Jones told her she could not be both an advocate and committee member and that perhaps she would be better suited standing outside with a picket sign. When she tried to respond to defend herself, he waived his finger in her face and told her he was not done talking. He explained she was not impartial because it was believed she showed up to meetings already having made a decision. She comes to every meeting having studied cover to cover the hundreds of pages of application material submitted. She merely comes to meetings prepared and did not believe she should be faulted for making a decision based on the information she was provided. She was not surprised when the conversation turned to what she believed was the main motivation for her scolding, her comment about the hotel bench. After Councilors Jones, Brownson, and former Mayor LaMear voted to overturn the Design Review Committee's denial and the unanimous denial by the Historic Landmarks Commission, she suggested that a memorial bench be erected outside of the new hotel engraved with their names as a reminder of those who voted in favor of the four-story hotel. Mayor Jones told her he found this to be disrespectful. She had finally been given the opportunity to speak and knowing she had no shot at a seat on the Planning Commission, she retorted that it was no more disrespectful than overturning the rulings of two special committees in favor of a corporate hotel developer. This was that her disrespect did not come at the cost of the community and the riverfront. It is easy to imagine that as new Mayor, he has a lot to catch up on and get to work on. Astoria has many issues that need addressing. The City needs to amend Codes, has a crumbling infrastructure and downtown, and a severe affordable housing shortage. Mayor Jones offered to meet with her at 8:30 am January 2nd. She was busy so they settled on 10:30 am. His first order of business on the first business day as Mayor was to call her into the conference room, close the door, and threaten her termination. If anyone here feels as the Mayor says they do that she should be terminated, she asks that they speak to her directly. She cares deeply about the town and values her position on the Design Review Committee. She intends to carry on without the need for a picket sign. As an individual and a committee member, she will not be silenced and will not be intimidated or bullied.

Mayor Jones explained that what Ms. Bardy did not say was that the first words out of his mouth were, "Throughout my long professional career, one of the things that bothered me most was when people at the end of a performance period receive a negative evaluation. My thought is that you wait a year and then you tell someone they did poorly. Why wouldn't you say early on in my career and give me a chance to understand the issues and correct them?" He had every right to remove Ms. Bardy from the committee after her disrespectful behavior and he was urged to do so by many people. He chose not to remove her from the committee, but instead decided to meet with her to tell her what he believed was disrespectful about her behavior and performance. He was advised by several people to remove her without meeting with her first, but if he has an issue with someone he is going to address that person personally to see if the issue can be resolved and at least give the person the opportunity to know what his dissatisfaction is. Unless the issue was a criminal act, he would not just remove someone without offering an explanation because that would be unprofessional and rude. He believed Ms. Bardy was unprofessional and rude at the December 12, 2018 City Council meeting, as did many others including members of other commissions, the Design Review Committee, and other City Councilors. However, he thought about the fact that Ms. Bardy was a young person who might not have ever been in this type of role before and maybe it was not covered in the training that there are certain expected behaviors when you represent the City on a committee, board or commission. You put all of your passion and intellect into those meetings, but once an issue has moved on to the next step in the process, your hands are washed of the issue. Ms. Bardy had asked at their meeting if it was disrespectful for City Council to overturn a decision. It is no more disrespectful than it is when the 9th Circuit Court of Appeals overturns a lower court decision or remands a case back to a lower court for further evaluation. It is just the different pieces of the chain performing their roles. The Design Review Committee, Historic Landmarks Commission, and other committees have a role in the process. They deliberate, make decisions, and vote. If the decision is appealed, it goes to City Council. When you start assuming that decisions contrary to what you believe are disrespectful, you are completely missing what your role is in the process. Ms. Bardy chose to testify at the December 12th City Council meeting and stated she was speaking as a citizen, not as a committee member. However, she is always a committee member and everyone was looking at her as a committee member. He wondered why she spoke because her testimony was already on the record. Her snide and sarcastic comments insulted the process, the role of City Council, the three Councilors who voted in a way she did not like, and insulted the Design Review Committee members. Most people agreed that Ms. Bardy's behavior on December 12th was unprofessional and that he had every right to remove her. He made the conscious choice not to, to meet with her, and share his thoughts. He had hoped that Ms. Bardy would get something out of that conversation and go on to have a great career in the city. He did not regret meeting with her even though people told him doing so would blow up in his face and be taken out of context. The Mayor appoints and unappoints without any responsibility to explain why. He chose to leave Ms. Bardy on the

committee even though he strongly disagreed with what she did. He believed her actions were unprofessional and immature.

Ms. Bardy stated she thought that meeting was unprofessional.

Bob Goldberg, 3741 Harrison Ave. Astoria, said had spoken at public meetings a fair number of times in the past and this was the first time anyone has ever responded to a public comment made to the Council. He did not believe Council was allowed to respond to public comments. However, he appreciated the response. He wanted to speak on behalf of Christopher Patton and Karen Black who live in the Lewis and Clark area. They have expressed concerns about the Pacific Power Smart Meter Update Program currently going on all across Oregon. He just received a card from Pacific Power saying a Smart Meter would be installed on his house within the next six months. He invited the Council to contact Mr. Patton and Ms. Black about their concerns with the program.

Pamela Mattson Mc Donald, 22 Nimitz, Astoria, stated that Pacific Power is investing in many solar installations and doing many grids. The analog meters cannot be integrated into the solar installations.

Unidentified Speaker thanked the Council for making an excellent decision. This is an opportunity to think outside the box. The Council has some diversity, fresh perspectives, wise perspectives, and different types of experience. There are bigger problems at stake than what a hotel will look like. Because that is outside money, Astoria's economy should be considered. The economy used to be fishing and logging, but now tourism is the economy in Astoria. It is a shame that people who work in tourism do not make living wage jobs, but he did not believe tourism was a fix for Astoria. He did not see a new hotel as a fix for the economy either. The hotels are only full for a couple of weekends each summer. He would like to see the occupancy numbers throughout the year because it is not worth building a hotel for a few weekends a year. Astoria has to figure out what the next economy will be. Tourism is not it. There are a lot of vacant commercial spaces in downtown Astoria and that should be a focus. Why are businesses not able to survive here? What will be done with the vacant spaces? Things need tending to that are not solved by outside investors or hotels.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:40 pm to convene the Astoria Development Commission meeting.

ATTEST:

APPROVED:

Finance Director

City Manager

A work session of the Astoria Common Council was held at the above place at the hour of 4:30 pm.

Councilors Present: Brownson, Herman, Rocka, West, and Mayor Jones.

Councilors Excused: None

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

CHANGES TO THE AGENDA

There were none.

Mayor Jones and City Manager Estes provided details to new Councilors Herman and Rocka on the general timeline for City Council meetings throughout the year and explained the annual goal setting process.

PRESENTATION FROM THE ASTORIA WARRENTON CHAMBER OF COMMERCE

Packets containing an outline of the presentation and supporting documents were made available to the Councilors and the public.

David Reid, Executive Director, and Regina Willkie, Assistant Director, Astoria Warrenton Chamber of Commerce, briefly introduced themselves. Mr. Reid, Ms. Willkie, City Manager Estes, and Director Brooks gave a presentation on the Chamber of Commerce, the Astoria Visitor's Center, and the Lower Columbia Tourism Committee (LCTC), the Chamber's efforts to help Astoria achieve its goals, and the finances that impact the Chamber's partnership with Astoria. Highlights of the presentation and conversation among the Councilors were as follows:

- Chamber of Commerce – The history, purpose and goals of the Chamber were reviewed. The presentation also included details of the Chamber's current membership profile, funding sources, use of funds, fundraisers and events.
 - Community organizations sometimes make the Chamber aware of events, but the Chamber would like more data so they can help support other local organizations.
- Visitor Center – The goals and purpose of the Visitor Center were reviewed. The presentation also reviewed how appropriate tourist activities were encouraged, and statistics on visitors and staffing. The Visitor Center is operated by Chamber through an agreement with the City and is funded by transient lodging taxes.
 - Councilors discussed the allocation and use of transient lodging taxes. Staff provided details on the laws that regulate use of the funds, the pros and cons of those laws, and the controversy about how to apply those laws.
- Mr. Reid presented statistics from the Employment Department on tourism jobs held by residents, which indicated that tourism employees can afford to live in Astoria. He confirmed the statistics did not include the Coast Guard, which was a large part of Astoria's population. Councilor Rocka asked that the Chamber work with the City to provide lodging for tourism employees.
- Lower Columbia Tourism Committee – The presentation included the history of the committee and an overview of the membership, current projects, programs, initiatives, and partnerships. Ms. Wilkie invited the Councilors to attend the Committee's next meeting on March 14th to hear mid-year campaign reports.
- Public transportation should also support tourism. While public transportation is improving, it is cumbersome to get from the airport to Astoria. However, public transportation agencies are working on ways to make travel easier by synchronizing schedules and implementing electronic ticketing.
- The Chamber coordinates with cruise ship hosts, but more data on passengers would be helpful. Councilor Rocka was concerned about passengers with money shopping for second homes while they visit Astoria. Councilor West heard mixed comments from downtown retailers about how much passengers shop. Some shops prefer to be closed on cruise ship days, but she believed the restaurants probably did better.
- Councilor Rocka said there was nothing in Uniontown to let visitors know the history of ballast rocks and boiler. City Manager Estes described Staffs efforts to fund signage projects over the years.

- Councilor Rocka stated he wanted to address pedestrian safety on Marine Drive in the Urban Core Code amendments. Councilor Brownson noted that possibly as part of the Uniontown Reborn Project, the City could work with Oregon Department of Transportation (ODOT) to reconfigure Marine Drive between the Doughboy Monument and 8th Street.
- The Chamber was working towards assisting businesses and organizations with conference planning by creating a virtual conference center at www.meetastoria.com.

Mr. Reid invited to Councilors to the March 14th LCTC meeting, the North Coast Tourism Studio on Jan 15th and 16th, and the Chamber's annual meeting and banquet on January 26th. Email invites would be sent to Staff.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:45 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

A joint work session of the Astoria Common Council, Historic Landmarks Commission, Design Review Committee, and Planning Commission was held at the above place at the hour of 6:00 pm.

Councilors Present: Mayor Jones, Councilors Brownson, Herman, Rocka, and West.

Historic Landmarks Commissioners Present: Jack Osterberg, Victoria Sage, Michelle Dieffenbach, Mac Burns, and Ian Sisson.

Design Review Commissioners Present: Bob Levine, Hilarie Phelps, and Ian Sisson.

Planning Commissioners Present: Sean Fitzpatrick, Daryl Moore, Cindy Price, Brookley Henri, and Pat Corcoran.

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

CHANGES TO THE AGENDA

There were none.

TRAINING ABOUT OREGON LAND USE SYSTEM WITH LISA PHIPPS OF THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT AND THE CITY ATTORNEY

City Manager Estes provided a brief introduction about the training and the Department of Land Conservation and Development (DLCD).

Lisa Phipps, DLCD North Coast Regional Representative, shared background information on her personal and professional experiences. She gave a PowerPoint presentation covering the history of land use in Oregon, the roles and responsibilities of the State and local governments, her role as Astoria's representative, conflicts of interest and ex parte contacts, public notice requirements, the public hearing process, the difference between quasi-judicial and legislative hearings, how to apply applicable criteria to a request, how to ensure meetings are accessible to as many people as possible, how to address the public's concerns, how to prepare findings that support a decision, and how to apply conditions of approval appropriately.

During the presentation, Ms. Phipps, Staff, the Councilors and Commissioners discussed the information provided with the following key comments:

- Bias could be and is often perceived as a conflict of interest. However, bias only applies to quasi-judicial hearings, not legislative hearings. Councilors and Commissioners do not have to recuse themselves, but must state their bias, declare they can judge based on the facts of the case, and allow others to ask questions.
- Each application must be considered on its own merit; therefore Planning Commission decisions do not set a precedent. Conditional uses are site specific, but many times similar cases with similar facts will be used to make an argument because a previous decision has been perceived as a precedent. Applicants will also use examples of how a Commission has interpreted the Code in the past. Variances are also likely to be used by an applicant, which can be problematic. A variance is a request to do something the Code does not allow, so, Commissions should be very thoughtful of these requests and findings need to be very clear.
 - Interpretation of height measurement criteria is always an issue, but this does not mean the Code language can be reexamined by a Commission or Council to come up with a new interpretation. Good findings are necessary in case of an appeal. All decisions and conclusions must be defensible and considered reasonable.
- Ordinances implement the Comprehensive Plan, so the two must be consistent with each other. Even if the Comprehensive Plan does not reflect the public's opinion, the ordinances must be used as the mechanism for change, not the Comprehensive Plan.

- If a Commission feels it might be going in another direction, the City should make sure their DLCD representative is aware so that DLCD can work with City on appropriate interpretations of intents, goals, and Code language. The State has jurisdiction over cities and counties. If a decision is appealed to the DLCD, it is most likely because the local jurisdiction stepped outside of its bounds.
- The process to amend the Development Code and Comprehensive Plan was explained in detail. The State does not impose a timeline, but DLCD does need to be informed when changes have been made. DLCD oversees the City's public notice process and serves as an advocate when local jurisdictions are amending their codes. Staff provided the details of the City's timeline and noticing requirements. The simplest amendments take five to six months and major amendments always take at least a year. Code and Plan amendments require the persistent dedication of Staff because the Development Code criteria must be clear and objective so that applicants can satisfy the criteria. There is also a lot of public participation in the amendment process. Staff shared information about Astoria's current efforts to clean up the Code, implement City Council's goal to adopt a homestay lodging ordinance, and complete the Riverfront Vision Plan implementation.
- Limited land use decisions, typically made as part of design reviews and historic reviews, needed the clearest and most objective standards. Additionally, conditional uses and variances usually contained subjective clauses when no other options or alternatives were available.
- Appeals to the City Council, which are de novo hearings, were briefly explained.

Ms. Phipps said she appreciated that so many people in the community were willing to be engaged and volunteer so much of their time. She encouraged Staff, City Council, the Commissions and the community to continue communicating and working together. She made handouts and pamphlets available and noted electronic copies could be obtained from Staff.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:23 pm.

ATTEST:

APPROVED:

Finance Director

City Manager

Astoria Library Board Meeting

Astoria Public Library

November 27, 2018

5:30 pm.

Present: Library Board members Kate Deeks, Susan Stein and Chris Womack. Staff Library Director Jimmy Pearson.

Excused: Kimberly Chaput/David Oser

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

Approval of Agenda: The agenda was approved as presented.

Approval of Minutes: The minutes of October 23, 2018 were approved as presented.

Board Reports: There were none.

Library Director's Report:

Director Pearson's report was as follows:

- Library Staff – Interviews are in the process of scheduling for two Library Assistant Vacancies.
- Library Programs – Movers and Shakers story time continues to flourish with 40+ children and adults attending. Ami K. and Director Pearson are planning winter programming relating to all things Hygge.
- Director's Activities – He is attending a League of Oregon Cities training in McMinnville during which he will also present the City owned Lewis & Clark journals to Pirages Fine Books and Manuscripts for appraisal. The journals were purchased by the Astoria Rotary Club for the library in the 70's and are either 1814 first edition of the Biddle/Allen set or 1842 reprints.

Update on ALFA Activities:

Director Pearson said ALFA met and voted to provide the library with a budget from Friends revenue of \$3,000 annually. It is appreciated as knowing how much is available allows for greater flexibility when developing programming.

Update on Foundation:

There was none.

New Business: There was none.

Old Business: Strategic Plan will be moved to 2019.

Public Comments: There were none.

Items for Next Meeting's Agenda: The next meeting was scheduled for January 22, 2019.

Adjournment: There being no further business, the meeting was adjourned at 5:58 pm.

Respectfully submitted,

Jimmy Pearson, Library Director.

Astoria Library Board Meeting

Astoria Public Library

January 22, 2019

5:30 pm.

Present: Library Board members Kate Deeks, Susan Stein and Kimberly Chaput. Staff Library Director Jimmy Pearson.

Excused: David Oser/Chris Womack

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

Approval of Agenda: The agenda was approved as presented.

Approval of Minutes: The minutes of November 27, 2018 were accepted as presented.

Board Reports: There were none.

Library Director's Report:

Director Pearson's report was as follows:

- Library Staff – Library Assistant vacancies have been filled. Please join us in welcoming Francessa and Katy to our staff. They each bring a unique skill set and we are excited to have them on the library team.
- Library Programs – Our first Hygge night will be held on January 23, 2019. We are hosting a second Drag Queen Story Time on February 9, 2019.
- We purchased two inexpensive telescopes for people to check out. They will be loaned for a week at time and one was checked out for viewing the Lunar eclipse.
- Rachael Woody, Archivist, will return in February to assess our progress on all things archives in the basement. She has also been engaged to assist with a grant application from the Institute of Museum and Library Services.
- Director's Activities – The journals were assessed by Pirages Fine Books in McMinnville with a value of \$110,000. They reside in a secure vault at the Maritime Museum.

Update on ALFA Activities:

ALFA has cleared the book sale items from Phog Bounders. They are working on strategies to increase membership.

Update on Foundation:

There was none.

New Business: There was none.

Old Business:

Public Comments: There were none.

Items for Next Meeting's Agenda: Ruth Metz will lead a Strategic Plan review during our next meeting scheduled for February 26, 2019.

Adjournment: There being no further business, the meeting was adjourned at 5:57 pm.

Respectfully submitted,

Jimmy Pearson, Library Director.

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
December 11, 2018

CALL TO ORDER:

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

ROLL CALL:

Commissioners Present: President Sean Fitzpatrick, Jennifer Cameron-Lattek, Daryl Moore, Jan Mitchell, Joan Herman, and Brookley Henri (via speaker phone).

Commissioners Excused: Vice President Kent Easom

Staff Present: City Manager Brett Estes, Planner Nancy Ferber, Contract Planner Robin Scholetzky, and Assistant City Engineer Cindy Moore. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

President Fitzpatrick noted the minutes of the November 27, 2018 meeting were not available.

PUBLIC HEARINGS:

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

ITEM 4(a):

SP18-01 Subdivision (SP18-01) by Stan Johnson and Cary Johnson for a Preliminary Plat application for a 22-lot subdivision (no address) located off of Old Highway 30: Map T8N-R09W Section 20, Tax Lot 107. The site is zoned R-3 (High Density Residential). The following Astoria Development Code standards are applicable to the request: Article 2 (Use Zones), Article 3 (Vehicle Access), Article 9 (Administrative Procedures) and Article 13 (Subdivision) and Comprehensive Plan Sections CP.005 to CP.028 (Land and Water Use and General Development).

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

Commissioner Moore declared that his wife, Cindy Moore, worked on the application as City Staff. He and his wife made a conscious effort to refrain from talking about this application and he could remain unbiased.

Commissioner Cameron-Lattek declared that she purchased her home from Stan Johnson, but she did not have an ongoing contract with him. She had not spoken to Mr. Johnson about this application and she had no financial interest in the proposed subdivision. She believed she could be impartial.

President Fitzpatrick declared a potential conflict. He owns rental properties in Astoria and discussion of a 120-unit apartment complex was included in the traffic report on the 22-lot subdivision. He did not believe this was a direct conflict of interest and that he could be impartial.

President Fitzpatrick asked Staff to present the Staff report.

City Manager Estes and Planner Scholetzky reviewed the written Staff report via PowerPoint. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

Commissioner Moore asked for clarification on the conditions of approval for Tracts A and B. City Manager Estes explained the required plat note would be dealt with during the building permit phase when geotechnical conditions are reviewed in more detail. He recommended that the Applicants address the future ownership and maintenance of Tracts A and B. Planner Scholetzky added that much of the information provided on the preliminary plat is not included on the final plat document. In order to confirm the location of the no-build areas on the plat, Staff recommended that the Applicants include a note referencing the geotechnical report.

Commissioner Herman asked what businesses and residences in the area are currently accessed via Marine Drive. She also wanted to know if the traffic impact study was valid, considering that traffic was currently far less than it would be after a multi-family complex was developed. Engineer Moore confirmed that Marine Drive did not access any residential area, just the subject property and Tongue Point.

Commissioner Herman asked how a traffic impact study could be done when there is no large multi-family housing development on the property. Engineer Moore explained that the analysis would use the density of the development to determine the number of trips that would be made. She confirmed that the study did not analyze current traffic conditions in that area, but estimated future conditions. Oregon Department of Transportation (ODOT) did not recommend a turn lane from Marine Drive into the development.

Commissioner Herman said her main concern was that the development would generate a lot of traffic and Marine Drive gets very congested already, particularly in the summer months. She asked how traffic would safely enter the development without turn lanes.

Ken Shonkwiler, ODOT, 1426 8th Street, Astoria, clarified that the crash data in the traffic study analyzed crash history, not an estimated future crash rate. There is no logical way to predict how many crashes are likely to occur at an intersection. ODOT's All Roads Transportation Safety Program constantly monitors five years of crash data and uses the data to make recommendations about the State's highways.

Commissioner Mitchell noted a prediction has been made about the number of trips generated and how those would meld with the traffic that would be generated on Highway 30. She asked what ODOT recommended for managing the traffic in a safe manner.

Mr. Shonkwiler stated that the traffic study reports trip generation numbers based on the number of lots. Trips generated are compared with the capacity of the roadway. This development will not increase capacity enough that the City will need to build anything. ODOT does not have the jurisdiction to require the developer to improve their facility.

City Manager Estes clarified that State statutes prohibit ODOT from requiring improvements on its system when the proposed development does not have direct access on to a highway.

Commissioner Mitchell asked for confirmation on the exact location of the property. City Manager Estes explained the parcel was the grassy field that was on the way to Tongue Point Job Center.

Commissioner Herman asked how residents would access the development. City Manager Estes stated residents would use the existing roadway, Maritime Road, where there is a flashing beacon light. Residents would drive towards Tongue Point Job Center to a new roadway into the development. He displayed a map and indicated the exact location of the flashing beacon at the intersection of Highway 30 and Maritime Road. Ownership of a section of Maritime Road has not yet been confirmed. A section of Old Highway 30 is owned by the federal government. The City has received a grant from the Infrastructure Finance Authority (IFA) to clarify the ownership issues in the area. The County surveyor has stated that until the ownership has been clarified, the plat cannot be recorded. Therefore, a condition of approval prohibits infrastructure construction or recommendation of a final plat until ownership has been determined. This issue affects the proposed subdivision as well as other property owners in the area.

President Fitzpatrick asked if there were any disputes over who owned the roadway. City Manager Estes replied the ownership was simply unclear.

Commissioner Herman said she was concerned that no turn lanes would be built on Highway 30 to access the 200-unit apartment complex via Maritime Road.

Commissioner Cameron-Latteck understood that certain portions of certain lots would be unbuildable. Planner Scholetzky clarified that portions of a certain lot would be unbuildable, but Tracts A and B would have the largest portions of unbuildable areas.

Commissioner Mitchell believed sewer and other urban services would be difficult to provide to the area. City Manager Estes said providing utilities to the area would be difficult. New infrastructure would have to be constructed and installed, including a bio-waste. The first phase of development would be limited to 20 units until a looped water line is constructed.

Commissioner Cameron-Latteck asked Staff to explain the difference between a looped and not looped water line. Engineer Moore stated an unlooped water line would be a dead end. A looped water line connects to two different areas of the water system. She displayed a map and indicated the location of the existing water line. She added the looped line ensured reliable water service. A few units can be served by a dead-end line.

Commissioner Cameron-Latteck asked if the street trees were required in the easement or on private land. City Manager Estes said the plat shows planter strips between the sidewalk and curb. However, if the Planning Commission wanted the street trees outside of the right-of-way, an easement would be necessary. Conditions of approval require a street tree plan to be provided.

President Fitzpatrick confirmed the planting strip would be 3 ½ feet wide.

Commissioner Henri asked how stormwater management would be addressed when the final site plans are designed for each site. City Manager Estes explained that final site plans are reviewed and approved by the City Engineer.

Commissioner Henri asked how stormwater going into the City's system would be treated and if there were any drawbacks to adding additional stormwater to the City's system. Engineer Moore explained the proposed bio-waste are only intended to handle runoff from the proposed roadways and infrastructure that will support the individual lots. The City cannot predict what will be proposed on each lot, so individual lots would be dealt with as they are developed under the building permit, as well as the grading and erosion control permit. Staff did not anticipate a large burden on the City's system. As building permits are pulled, utility fees address typical burdens.

Commissioner Henri asked if setbacks on the tracts were determined by data in the geotechnical report. Planner Scholetzky explained that a notation on the preliminary plat would reference the no-build areas on another document. The final plat document cannot include no-build areas. City Manager Estes added that the purpose of the plat note is to alert Staff when reviewing future building permits.

Commissioner Henri confirmed with staff that land dedicated for public use and street trees could be maintained by a homeowner's association. She also confirmed that the Planning Commission could require this as a condition of approval.

Commissioner Herman asked if there were streets in Astoria with a 14 percent grade or a grade similar to the road proposed in the development. She also wanted to know if a road with such a grade would be prone to sliding. Engineer Moore stated some streets in Astoria were at a 28 percent grade, for example 8th Street. A 14 percent grade street is accessible by emergency services. One condition of approval requires all buildings to have sprinklers because the 14 percent grade would impact what equipment the Fire Department could bring to the area.

President Fitzpatrick asked for clarification on the timeline. He asked if Phase 2 would expire after two years. Staff stated that the Phase 2 permit would expire two years from the date of completion of Phase 1. Additionally, a variance from the time limit could provide an extension.

Commissioner Cameron-Latteck noted an incomplete sentence on the bottom of Page 20 of the Staff report. City Manager Estes confirmed the sentence should read, "The submittal shall be approved by the City Engineer."

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

Cary Johnson, 92080 John Day River Road, Astoria, said he had been working with Staff since March to complete the application. He previously developed property off of Williamsport Road, which was the last subdivision in Astoria with a residential development. This property is approximately 18 acres of high-density zoned property that he proposed to develop. He wants to create lots that could be developed into housing in the future. He was not sure what that housing would look like, but the lots needed to be established first. The development costs for this neighborhood will be significant because there are no adequate sewer or water facilities to the site. He proposed a brand new sewer line from the site to the existing lagoon, which will be an engineering feat. He had been in long discussions with City engineers and Staff about how to accomplish that and he believed he had a path forward. He was in agreement with the conditions of approval in the Staff report. However, he was concerned about the requirement to put in street trees. The site is surrounded on three sides by trees and he intended to leave some large tracts filled with trees. The initial purchase and ongoing maintenance of the trees will be a problem and he has not been required to do this in residential developments in the past. He wanted the landscaping requirements to be included in each individual large lot. He could have divided the property into much smaller lots, but the larger lots have room for their own landscaping. He asked that the requirement to provide street trees be removed. He did not believe this was a big ask considering the unique location of the site, which is already surrounded by trees on three sides. He was also concerned about the possibility of the Planning Commission requiring areas be dedicated for parks and playgrounds. He had already set aside an area for a park, but he had not planned to have a homeowner's association (HOA) in the subdivision. Staff has said the City is not interested in taking on a park. It would be a burden on the property owner to be required to own and maintain a park into the foreseeable future. He wanted to give property to the City so they could have a park. The development will have City streets and City utilities and there will be millions of dollars of tax revenue. If a park is required, he believed that the City would be best equipped to handle it. He would set aside a piece of ground that can be used for a park, but the details about what happens to that area remains to be seen. He had conversations with the North Coast Land Conservancy about possibly donating Tracts A and B, which are each several acres in size. The organization is not interested in taking on those properties, but he is looking for others interested in taking ownership of the tracts. They are wooded areas and one tract has drainage. He would like to see them remain in their current condition.

Commissioner Mitchell asked if Mr. Johnson planned to sell the lots before the multi-family dwellings are built. Mr. Johnson said his plan was to retain ownership of the lots and anything developed on the lots.

Commissioner Mitchell stated that since it was likely families would be living there, a playground would be an appropriate amenity for multi-family structures. Mr. Johnson agreed and clarified that there was a question about who should own and maintain the public park. His opinion was that the City would be best equipped to maintain and own the parks. He understood there have been difficulties paying for park maintenance. However, he believed the additional tax revenue generated by the new development would more than adequately cover any new parks. He confirmed he intended to remain the property owner.

Commissioner Herman asked if the 22 lots were approximately the size of a single-family home lot. Mr. Johnson stated the lots were considerably larger.

Commissioner Herman asked if he planned to build 200 multi-family homes. Mr. Johnson explained that 200 would not be practical because of the parking other criteria, which would limit the size of the structures that can practically be built on the property. He confirmed it was his intention to develop multi-family housing, not single-family housing.

Commissioner Moore acknowledged the effort and expense Mr. Johnson was going through to bring more homes to Astoria, which is greatly needed. This is a complicated and difficult process. He noted that about 2,000 square feet was allocated for Tract C. He asked if this was just left over space or if any surveys were involved. Mr. Johnson stated Tract C was centrally located in the middle of the property, so he believed the area would be suitable for a park. The tract is not large, but there is quite a bit of unbuildable space that creates a field. Tract A is also unbuildable, which also provides the potential for recreational facilities. He is required to have a park, so he chose a spot that was centrally located.

Commissioner Moore said he was concerned with Tracts A and B being considered public use because they are not accessible to everyone. The tracts are behind private property. Even if only 100 units are built, there will still

be a substantial number of children and dogs that need exercise. Two thousand square feet is not enough room for the population that will be living there, so residents would have to go all the way to Birch Field in Alderbrook. Birch Field is not managed by the City anymore. All over the state, private groups are being formed to manage parks because giving the General Funds to manage parks is difficult. He asked if any research had been done to determine that 2,000 square feet would be appropriate for 100 units. Mr. Johnson said no, he just found a likely spot for a park.

Commissioner Moore asked if Mr. Johnson intended to create an HOA. Mr. Johnson said no, he intended to remain the sole owner of the property until they found a suitable owner for Tracts A, B, and C.

City Manager Estes stated that based on the Applicant's testimony about property ownership of Tracts A, B, and C, Staff recommended a condition of approval requiring that "the final plat shall indicate that the ownership of Tracts A, B, and C shall be in the name of the developer or, if accepted by another entity, the name shall be provided on the final plat."

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

Guy Rivers 1438 Jerome Avenue, Astoria, said he worked for MTC Corporation, the federal subcontractor for Tongue Point Job Corps Center. He is the Finance and Administration Director at Tongue Point. He is impartial to the development but was concerned about protecting access to Tongue Point. The roadway beyond the first section off of Highway 30 is owned by the Federal Department of Labor. He has spent taxpayer money improving that road, so he was interested in the access to the parcel through the area and through other areas the federal government has been maintaining.

City Manager Estes believed Mr. Johnson could speak to the coordination that has occurred with the Department of Labor. As the federal government sold off parcels in the area, they retained ownership of the roadway and provided access rights to the property owners without specifying anything other than, in this case, Mr. Johnson having to coordinate with the Department of Labor. City Staff and the Department of Labor have discussed big picture issues in the area. Staff has been dealing with people in Arlington, Virginia who are the real estate specialists for the Department of Labor's holdings nationwide. However, Staff has not been working with MTC. There could be interest in allowing the City the opportunity to accept the roads as public rights-of-way, but not until the federal government upgrades the roadways to meet City standards. The ownership maps for this development will state the roadway is owned by the United States of America. A much larger coordination will be necessary to get the road upgrade to City standards before conveying the road as a City right-of-way. After ownership issues are resolved, Public Works Director Harrington plans to continue conversations with the Department of Labor and other partners to find federal grant dollars for some of the upgrades. The project is a long-term project, but it is becoming more and more critical as opportunities for residential development and industrial development increase.

President Fitzpatrick called for any testimony opposed to the application. Hearing none, he called for the Applicant's rebuttal.

Mr. Johnson stated the property is unique because the roadway does not access a City street, but it does access a road owned by the federal government. He had been trying to figure out who to talk to at the federal government. He had been through a long permitting process for the ability to do work in the federally owned road. He coordinated with the Department of Labor and they will receive a copy of the final engineering plans.

President Fitzpatrick called for closing comments of Staff.

City Manager Estes asked for clarification on the issue of street trees. The Applicant requested that the condition of approval requiring street trees be removed. Staff also wanted direction on whether improvements should be made to the park, and if so, when; he reminded that Staff had not recommended any conditions of approval on the park.

President Fitzpatrick closed the public hearing and called for a recess at 7:53 pm. The meeting reconvened at 7:58 pm.

President Fitzpatrick called for Commission discussion and deliberation.

Commissioner Moore stated his questions of the Applicant indicated he was very concerned about the playground space being too small for the subdivision. He recognized that it is extremely difficult and expensive to develop the property, so he wanted to balance the owner's abilities with the intended use. The Comprehensive Plan focuses on ensuring that developed areas are livable and parks play a big role in that. The Parks Master Plan identifies pocket parks, which are suggested to be ½-acre to 2-acres. The proposed park is only about 2,000 square feet, which he believed was too small. He would be willing to relax the street tree requirement in exchange for a larger playground area. A larger playground is more important than street trees. As each lot is developed in the future, they will have their own landscaping and the area will still look nice. Staff did a fantastic job highlighting all of the requirements and recommending conditions. An HOA seems like the most likely way to ensure a park is maintained or the Planning Commission could require the property owner to maintain a 5,000 square foot park. The lot lines of the properties to the south of the park area could be adjusted enough to add 3,000 square feet to the park without changing the size of the lots enough to change their intended use. He confirmed that the minimum lot size for a multi-family dwelling in the R-3 zone was 5,000 square feet for the first unit plus 1,500 square feet for each additional unit. If a larger playground is required, the developer may have to build fewer units. But for the livability of the neighborhood, a larger playground would be necessary.

Commissioner Henri stated she believed street trees were an important aspect of a neighborhood. She described her experience living in a neighborhood without street trees, which made the neighborhood look stark even though it was surrounded by forest. She understood this was a matter of preference. Trees are good for the environment and they are psychologically beneficial to people. However, she recognized the maintenance issues and she understood that homeowners could plant their own trees. Apartment complexes would be required to plant trees on their sites. She believed the Commission would struggle with the park issue because of maintenance. HOAs provide benefits, but they also have draw backs.

Commissioner Mitchell asked if there was any way to guarantee that the existing forest would remain. City Manager Estes said there was no publicly-owned forest land in the area. Tracts B and C would have forested areas, but all of the adjacent properties are owned privately.

Commissioner Mitchell believed the development would not likely be subsidized housing. However, if housing is going to be developed for families, playgrounds should be part of the development. Astoria does not charge developers fees, so the City does not have a mechanism for requiring the developer to put money towards parks in an amount based on the number of units built. However, a playground area is a basic need when building a lot of housing for families.

Commissioner Moore clarified that he questioned whether the park area designated by the Applicant was large enough.

Commissioner Mitchell agreed the park needed to be larger. She also believed it was reasonable to require playground equipment.

Commissioner Moore noted he would not recommend playground equipment. He just wanted a larger space.

President Fitzpatrick added that the criteria did not define playground.

City Manager Estes understood that the Planning Commission could require the Applicant to provide the land area. However, the Development Code does not define playground, so it is up to the Planning Commission to interpret the requirement. The Code is silent on whether the Commission can require as a condition of approval that the Applicant install playground equipment.

Commissioner Cameron-Lattek noted the Code used the word area, not developed or improved.

Commissioner Moore interpreted the Code to indicate the Commission is free to require playground equipment and the Applicant is free to appeal any decision the Commission makes.

Commissioner Mitchell wanted to see Lots 18, 17, 16, and 15 adjusted so there is a larger area for park space and allow the developer to decide what amenities to install.

Commissioner Moore said he preferred to require a playground of a certain size. He was not qualified to tell engineers how to adjust the lot lines. Commissioner Mitchell supported that recommendation.

Commissioner Herman stated City Staff and Mr. Johnson had put in a tremendous amount of work. A good sized, multi-family housing complex in this spot is good because Astoria desperately needs more housing. She agreed that a larger space was needed for a park and she believed it would be reasonable to require the developer to install and maintain playground equipment. The development could seem stark without street trees even though it is surrounded by trees. She did not believe the requirement for street trees was onerous and she recommended native species be planted to reduce maintenance costs.

Commissioner Cameron-Lattek agreed that the park space should be larger. She was comfortable trading more park space for street trees, especially since the lot sizes will accommodate a decent amount of landscaping. She asked if it would be possible to create an easement to provide access to Tracts A and B, so they could be used as park space. City Manager Estes confirmed that access ways and access easements through lots could provide access to Tracts A and B and those would need to be established as part of this plat.

President Fitzpatrick stated he agreed the playground should be larger. Requiring playground equipment would be a bad thing. He asked if the playground equipment could be required in a later phase after a certain number of units had been built. He was undecided on the street trees and asked Staff to provide examples of street trees in a subdivision in Astoria. City Manager Estes stated Mill Pond had street trees. In the Eagle Ridge subdivision, which was also developed by the Applicant, the Planning Commission required the street trees to be installed by the developers of the individual lots and they would be maintained by the adjacent property owner. However, Eagle Ridge has single-family residences. He confirmed the park in Mill Pond was maintained by the HOA. He explained that the Planning Commission could not require a larger playground area as a condition of approval. The Commission will need to continue this hearing and provide direction to the Applicant so they can present a revised plat for the Commission to review, because the Commission reviews and approves a specific lot configuration. Staff can look into the ability of the Commission to require playground equipment and make a recommendation. Staff can also provide details about conditions of approval requiring street trees in other subdivision. If the Commission wants to require access easements to Tracts A and B, direction should be provided to the Applicant and Staff.

Commissioner Moore said easements do not guarantee access to private property, so the Commission would need to ensure the property was publicly accessible. He wanted a larger playground area of at least 5,000 square feet, and in lieu of that, the street tree requirement could be relaxed. If the playground is larger, access easements to Tracts A and B would not be necessary.

City Manager Estes understood the Commission was divided on whether to require street trees. He reminded that new Commissioners would be taking office before the next meeting in January, so Staff would confirm with the City Attorney that the new Commissioners would be allowed to participate in this hearing.

Commissioner Mitchell said she wanted the playground to be accessible without going out on to the street.

Commissioner Herman asked if there was a place on the property for a pocket park larger than 5,000 square feet.

Commissioner Moore pointed to a lot on the map that was 21,000 square feet, noting that was almost half of one acre and a substantial part of the subdivision.

Commissioner Herman confirmed she would be happy with a 5,000 square foot park.

Commissioner Cameron-Lattek said she would also be happy with a 5,000 square foot park. It would not make sense to create an access easement to a piece of private property.

Commissioner Moore understood that a public access easement could be placed over the tracts so that public access on those tracts could be required. He did not believe that was necessary in lieu of a larger playground.

Commissioner Cameron-Lattek agreed and added she was comfortable with 5,000 square feet.

Commissioners Mitchell and Henri also agreed that 5,000 square feet would be appropriate.

City Manager Estes recommended options for proceeding with the public hearing and explained that if the hearing was continued, Staff would present a revised preliminary plat and additional information about playground equipment and street trees at the next Planning Commission meeting on January 8, 2019.

President Fitzpatrick reopened the public hearing and called for a response from the Applicant.

Mr. Johnson stated he could increase the size of Tract C to 5,000 square feet by shifting some lot lines around. That would be a good compromise in lieu of the street trees. He did not want to get into mandating playground equipment because of the liabilities associated with a privately-owned public park. He asked that the decision be left up to him and Staff. He confirmed that the map could be redrawn by the next meeting, but he would have to confirm which members of his team would be available for the meeting. The change seemed relatively simple, but he was concerned about the new Commissioners that would be reviewing the application in January.

City Manager Estes said the other alternative was to meet between Christmas and New Year's. Staff, Commissioners, and the Applicant discussed possible meeting dates relative to their personal schedules, the holidays, and the 120-day rule. The consensus was to continue the hearing to December 27, 2018.

City Manager Estes confirmed Staff did not have clear direction from the Commission on the street trees. However, he believed that providing the Commission with additional data would help Commissioners make a decision at the next meeting.

Commissioner Moore moved that the Astoria Planning Commission continue the hearing on Subdivision SP18-01 by Stan Johnson and Cary Johnson to December 27, 2018 at 6:30 pm in City Council Chambers; seconded by Commissioner Cameron-Lattek. Motion passed unanimously.

REPORTS OF OFFICERS/COMMISSIONERS:

There were none.

STAFF UPDATES/STATUS REPORTS:

Meeting Schedule

- December 26, 2018 – APC Meeting Cancelled
- January 8, 2019 – APC Meeting at 6:30 pm (with Riverfront Vision Plan Urban Core work session)
- January 29, 2019 – Discuss possible APC meeting

Planner Ferber noted the Boards and Commission Reception was scheduled for December 17, 2018 at 6:00 pm. The next Planning Commission meeting has been scheduled for December 27, 2018 at 6:30 pm.

PUBLIC COMMENTS:

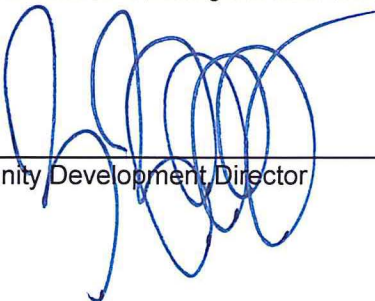
There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 8:46 pm.

APPROVED:

at the 1/8/2019 APC meeting with minor changes



Community Development Director

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
December 27, 2018

CALL TO ORDER:

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

ROLL CALL:

Commissioners Present: President Sean Fitzpatrick, Jennifer Cameron-Lattek, Daryl Moore, Jan Mitchell (via telephone), Joan Herman, and Brookley Henri.

Commissioners Excused: Vice President Kent Easom

Staff Present: City Manager Brett Estes and Contract Planner Robin Scholetzky (via telephone). The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

President Fitzpatrick asked if anyone had any corrections or changes to the minutes of the November 27, 2018 meeting. He noted the following:

- Page 2, 2nd full sentence – “This Theatre will be different from the Astor Street Opry Company, Liberty Theater, Performing Arts Center, and Gella **Kala...**”

Commissioner Herman moved that the Astoria Planning Commission approve the minutes of the November 27, 2018 meeting as corrected; seconded by Commissioner Henri. Motion passed unanimously.

PUBLIC HEARINGS:

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

ITEM 4(a):

SP18-01 Subdivision (SP18-01) by Stan Johnson and Cary Johnson for a Preliminary Plat application for a 22-lot subdivision (no address) located off of Old Highway 30: Map T8N-R09W Section 20, Tax Lot 107. The site is zoned R-3 (High Density Residential). The following Astoria Development Code standards are applicable to the request: Article 2 (Use Zones), Article 3 (Vehicle Access), Article 9 (Administrative Procedures) and Article 13 (Subdivision) and Comprehensive Plan Sections CP.005 to CP.028 (Land and Water Use and General Development).

President Fitzpatrick stated this public hearing was continued from the December 11, 2018 meeting asked Staff to present the Staff report and recommendations.

City Manager Estes and Planner Scholetzky reviewed the written Staff report via PowerPoint, noting the revised Findings of Fact, a revised plat, revised Conditions of Approval, and new recommendations based on feedback from the Commission at the December 11th meeting. Staff also presented information on options for street trees in the subdivision. No correspondence had been received and Staff recommended approval of the request with the conditions listed in the Staff report.

Commissioner Cameron-Lattek asked who would be required to maintain the street trees. City Manager Estes confirmed that the Planning Commission would need to provide direction on that if the Commission decided to require street trees.

Commissioner Henri asked why Tract C was being referred to as a play space and not a park. City Manager Estes explained that a park is defined as being owned and maintained by the City of Astoria and the Code allows the use of the term play space. Since this property would be privately owned, it would not be a park and is referred to as a play space. The City Attorney has opined that the Planning Commission has the ability to require an area be set aside. However, the Development Code does not allow the Commission to require playground equipment. The City Attorney has advised that the Planning Commission refrain from requiring playground equipment as a condition of approval.

Commissioner Moore asked who would maintain the public spaces, specifically Tracts A, B, and C. City Manager Estes noted those tracts would be owned by the developer or another entity, as stated in Condition of Approval 13, and a maintenance agreement would state whether the developer or the other entity would be responsible for maintaining those public spaces.

Commissioner Moore asked if maintenance of the street trees could be included in that maintenance agreement. City Manager Estes confirmed the street trees would be located on different tracts, so a separate condition of approval would be necessary.

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

Cary Johnson, 9280 John Day River Road, Astoria, stated he was largely in agreement with the Staff report. There is still one issue to be cleared up with the street trees requirement. He understood that if he was to increase the park area, which he had doubled, that would be in lieu of street trees. This project is surrounded on three sides by trees and several large acre tracts on each side of the property will be left full of trees. He hoped that would suffice. Not requiring street trees does not mean there will be no trees in the development; it just means the trees would be the responsibility of the developer when landscaping is done. That would be his preference, to landscape the individual lots as necessary instead of having tree lined boulevards that he would be responsible for maintain into the future. With 43 other conditions, he believed there were already a lot of constraints on this project and requiring street trees in an unnecessary burden to put on the landowner. The Eagle Ridge Development he did several years ago did not have a park area. He was not proposing a homeowner's association (HOA) because he was planning on eventually owning the HOA. So, any kind of maintenance of a public use is on him anyway.

Commissioner Moore stated he had suggested a larger park area in lieu of street trees. He was speaking for himself, not the Commission, when he said he would be willing to waive the street tree requirement if there was a larger playground area. He confirmed the Commission had not yet decided on that as a whole. The Applicant has said he plans on being the property owner, but Commissioner Moore was concerned that maintenance of the public spaces could become an issue if the property was sold, noting that the Applicant was not legally required to be the property owner.

Commissioner Mitchell said that a tree lined boulevard was much more expansive than the narrow streets proposed for this development. It would be helpful to have an idea of the type of landscaping the developer intends to do so the Commission can get a sense of how this development will fit into the community. She asked if the City had landscaping requirements. There is no indication of any landscaping on the drawings provided. City Manager Estes explained that landscaping is considered as part of the site plan review process and the Commission does not have the jurisdiction to condition site improvements as part of a plat. The City does have the ability to require landscaping improvements when multi-family units are built.

Mr. Johnson stated he planned on having landscaping as part of the multi-family development, in compliance with the City Code. He intended to build a warm and welcoming development that is a nice place for people to live. He believed he could provide something that would be an asset to the City. He did not believe having trees up and down the streets within the street area is necessary. Street trees are not common in Astoria and they result in long term maintenance issues and cost issues.

Commissioner Cameron-Lattek stated she drove around the site and confirmed that Tracts A and B were both wooded with trees.

Commissioner Henri asked where the multifamily properties would be located in the subdivision and how many parcels would have multifamily units that would require landscaping.

Mr. Johnson explained that all of the properties are currently zoned as high density residential and would qualify as multifamily lots. No development is being proposed currently. This subdivision request is just to create the lots.

President Fitzpatrick 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.

President Fitzpatrick reminded that the Planning Commission needed to make decisions on the size of the park and the street trees. He asked how the Commissioners felt about requiring a park of at least 5,000 square feet.

Commissioner Herman said she liked the idea. She questioned what kind of park it would be without playground equipment.

President Fitzpatrick reminded that the Commission had received a legal memorandum on playground equipment.

City Manager Estes added that the park would be considered usable open space. The Code does not allow the Commission to require improvements, but the Commission can require that an area be dedicated for use as a park.

Commissioner Herman said if the City Code was changed to allow the Commission to require playground equipment, the City would take on a liability. City Manager Estes clarified that the City would be responsible if it became a City park. Homeowners associations would likely carry any liability coverage of privately held playgrounds.

President Fitzpatrick added that the memorandum stated the City would be liable if the Commission required playground equipment without the authority to do so.

Commissioner Mitchell confirmed that the City already had liability insurance for all City parks and facilities. Planner Scholetzky noted liability was not the right term. The use of the word liability in the memorandum was in reference to the decision to require playground equipment, not in regard to the land use.

Commissioner Herman believed 5,000 square feet was appropriate for a development of this size.

Commissioner Moore said he was satisfied with the modifications made to the plat, which included a play space of 5,000 square feet.

Commissioner Henri said she thought 5,000 square feet was great. A play space can be many things and does not need play equipment. The important thing is that land will be set aside as shared public land. Landscaping is not in the Commission's preview, but it clearly is going to be maintained by the property owner. Landscaping/the play space will be less than one percent of the size of the subdivision, so it is not over the top to ask for it. And she certainly did not believe the play space was an appropriate substitute for street trees.

Commissioner Cameron-Lattek stated she was happy with the size of the play space.

Commissioner Mitchell believed the proposed size of the play space met the Commission's request.

Commissioner Moore said he was concerned about the play space remaining a public open space in perpetuity.

Staff reminded that the conditions required public access. Tract C shall be designated as play space for the use of the residents of the community and Eagle Point and shall have a public use easement to enable public access. The easement would be noted on the final plat.

President Fitzpatrick stated he had a 5,000 square foot park without playground equipment, which he believed was a reasonable size for this development. His park worked very well for families and he trusted that Mr. Johnson would determine for himself whether equipment should be installed in his park to attract the type of

tenant he is looking for. He confirmed that all Commissioners agreed that a 5,000 square foot play space was appropriate. He asked if Commissioners wanted to require street trees.

Commissioner Henri stated she was a big proponent for street trees because the parcel is 18.28 acres, which is large. There will be 22 lots and the Commission does not know how many of those lots will have single-family dwellings. Street trees are not very daunting. She worked with cities and counties that have unmaintained roads and they do not maintain their street trees after the trees are established. The contractor who plants the trees is responsible for making sure the trees survive and then the trees go unmaintained, unirrigated, and untrimmed. There are low maintenance street trees with small leaves or have a more columnar shape with small canopies. A root barrier can be installed between the curb and the tree, and between the sidewalk and the tree to prevent the roots from buckling the concrete. A smart design means street trees do not have to be high maintenance. She also recommended the Commission require spacing requirements because the trees must jive with the street lighting. The farther apart the trees are spaced, there is less of a high maintenance feeling. The aerial photograph of Tracts A and B makes those tracts look pretty clear and she did not know how much of those tracts were forested. She believed the Commission should consider requiring street trees.

Commissioner Cameron-Lattek said she was undecided on street trees. Other recent subdivisions were required to have street trees. However, Eagle Ridge does not have a park, but it is surrounded by trees and Shively Park is nearby. Mill Pond has a play area and street trees, but no forested area around it. She was glad to know that Tracts A and B could not be developed and were wooded. Additionally, most landscape plans require some trees.

Commissioner Mitchell said Astoria does not need shade, but there are not many subdivisions in Astoria. She did not believe street trees were onerous even though there were woods around. She believed that any decisions the Commission made about a subdivision would set a precedent for the next subdivision. Street trees are appropriate in multifamily developments and they would not result in maintenance problems that would make the trees unviable. She wanted the Commission to require street trees. The trees could be species that are compatible with the climate and are low maintenance.

Commissioner Herman believed that requiring street trees would not be onerous and that it is important to increase the livability of the complex. She assumed apartment complexes would be built. Trees increase the attractiveness and the worth of the property. The upfront expense will make the development more attractive. Astoria is blessed to be surrounded by trees, but many trees will or already have been removed in the development. She believed the Commission needed to require street trees.

Commissioner Moore said the property is zoned R-3, so it is very likely that all of the lots would be developed as multifamily properties, which would be the most economical use of the property with this platting. The Code already requires landscaping for three units or more, so he was not set on requiring street trees.

President Fitzpatrick stated he was undecided. He did not want the Commission to set a precedent, but given the location, the circumstances, and the landscaping requirement for multifamily, he believed there would be a reasonable amount of landscaping in the subdivision. He wanted to leave the decision up to the developer but did not want to set a precedent.

City Manager Estes recommended a straw poll vote since two Commissioners were undecided. Staff would modify the conditions according to the Commission's direction. He reminded that final motions fail when the vote is tied.

Commissioner Cameron-Lattek asked if street trees would satisfy the landscaping requirements for multifamily developments. City Manager Estes explained that those landscaping requirements apply to private property. Street trees would be located in public property.

Commissioner Henri asked for details of the landscaping requirements for multifamily developments. City Manager Estes explained the requirements were not differentiated between uses. A certain percentage of the site must be landscaped.

Commissioner Henri said she guessed only one or two trees would be required per lot. City Manager Estes added that the City did not specify any number of trees. Just a certain percentage of the site must be landscaped.

Commissioner Henri stated she was confused about the maintenance. Stormwater facilities, utilities, and street lights will all become property of and maintained by the City. Street trees would be maintained by the owner even though the trees would be planted in the same public right-of-way. City Manager Estes added that sidewalks are also maintained by property owners. Anything in the right-of-way outside of the curb line is maintained by the adjacent property owner unless common maintenance is required.

Commissioner Henri asked who would maintain any street trees planted by the developer. City Manager Estes said that street trees could be maintained in common by an HOA or by the adjacent property owner. Mill Pond's HOA maintains the landscaping for consistency throughout the development. Staff has no preference on way or the other on this development.

Commissioner Herman asked Commissioner Henri to clarify her comments on tree species that require little to no maintenance once mature.

Commissioner Henri explained that trees are at risk of dying for the first two or three years, but the maintenance period for new plantings is only one year. The landscape contractor would be responsible for watering plants for the first year. Trees would need to be drought tolerant. Leaf removal in the fall would be the main concern. Trees on approved street tree lists tend to not have aggressive roots, so buckling concrete would only become a concern when the trees grow large. Another concern could be broken branches when the trees are older. However, issues can be avoided during the design by choosing the right species of trees.

Commissioner Moore said he was very concerned about the maintenance and ownership of the trees. Mr. Johnson stated he did not have any intention to sell the properties, but he is not required to say either way. So, there may be other property owners in the future. Therefore, an HOA might be applicable. Covenants, conditions, and restrictions (CC&Rs) are only enforceable by an HOA. If the Commission requires street trees, the Commission needs to find some way to ensure the trees continue on. He did not believe there was a clear way to do that.

President Fitzpatrick believed the City was responsible for enforcing CC&Rs. City Manager Estes stated the City has zero responsibility over CC&Rs. If the Commission required that specific provisions be included in CC&Rs, like requiring street trees to be maintained by an HOA, the CC&Rs would have to state that the provision could not be modified without the expressed approval of the City of Astoria because it was a condition of the subdivision. However, the City cannot enforce CC&Rs. CC&Rs are covenants by a collective group of property owners that are only self-enforceable.

President Fitzpatrick said he had been involved in CC&Rs that the city did have the authority to enforce. City Manager Estes clarified that the City can only enforce the Development Code.

Commissioner Mitchell believed the Commission was getting legalistic about street trees. This property will become an apartment development and the developer intends to maintain ownership to make profits from it. She assumed the development would have a high-quality design because the property owner wanted the development to look good. If trees are required, the property owner will maintain the trees. Since landscaping requirements on multifamily properties is less specific, the landscaping may just be shrubs instead of trees since they are easier to maintain. Therefore, the Commission should require street trees. The development is a profit-making venture.

Commissioner Henri asked how long Roads A and B were, and how many street trees would be required. City Manager Estes noted the initial condition stated that a street tree plan would be provided with engineering construction plans because the trees would need to coordinate with the street lights, driveways, and other elements of the plan. Engineering Staff would need to determine the location of available land for trees. At this point, driveway locations have not yet been established because that is not part of the platting process. Additionally, the City's engineering design standards do not include spacing requirements.

President Fitzpatrick reminded the Commission was not determining the number of trees, just whether or not to require a street tree plan.

Commissioner Henri asked if the City would be required to figure out the maintenance. City Manager Estes said the Commission would need to make a decision on maintenance if street trees are required.

President Fitzpatrick called for a straw poll, asking should the Commission require street trees. All of the Commissioners stated they would vote in favor of requiring street trees. Commissioner Cameron-Lattek clarified that she would vote with the majority because Astoria needed this development. Commissioner Moore added that the street tree requirement would not preclude him from voting in favor of the subdivision.

Staff recommended a condition requiring the street trees to be maintained by the adjacent property owners, which is consistent with the way right-of-way improvements are dealt with throughout the rest of the city and because no HOA has been proposed for this development. Staff also recommends that the trees must be installed with the infrastructure improvements or bonded for installation during a phase of the project that would give the trees a better chance of survival.

Commissioner Moore said if the adjacent property owner is responsible for maintenance of the trees, what would preclude the property owner from cutting the trees down? City Manager Estes stated that would be a violation of the subdivision approval and the City would require that a new tree be planted.

Commissioner Henri noted that property owners would not have to replace trees that died, were hit by a car, or struck by lightning. City Manager Estes said over time in all developments, some of the landscaping will die or get damaged.

President Fitzpatrick confirmed that the Commission was in agreement with Staff's recommended conditions for installation and maintenance.

To implement the Commission's direction, Staff recommended that Condition 17. Street Trees include the following sentence, "The street trees shall be maintained by adjacent property owners." The Planning Commission concurred.

Commissioner Moore moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Subdivision SP18-01 by Stan Johnson and Cary Johnson, with the following addition to the Conditions of Approval contained in the Staff report:

- Condition 17. Street Trees – Add the following sentence, "The street trees shall be maintained by adjacent property owners."

Seconded by Commissioner Henri. Motion passed unanimously.

President Fitzpatrick read the rules of appeal into the record.

REPORTS OF OFFICERS:

Commissioner Henri reported that she had been asked to participate in an advisory committee for the Uniontown Reborn Master Plan project.

City Manager Estes added that the project area was between the round about and the Doughboy monument. The project would consider streetscape and transportation improvements, zoning along the Highway 30/Highway 101 corridor, and aesthetic improvements at the city gateways from Washington and Warrenton. The Planning Commission might need to consider Code amendments as part of this project. The Mayor had asked Commissioner Henri to join the committee because she has experience with landscape architecture.

Commissioner Herman reported this was her last meeting. She thanked the Commissioners for being such great colleagues and for educating her.

Commissioner Moore and President Fitzpatrick thanked Commissioners Herman, Mitchell, and Easom for their service and shared parting comments.

STAFF/STATUS REPORTS:

Meeting Schedule

- i. January 8, 2019 – APC Meeting at 6:30 pm (with Riverfront Vision Plan Urban Core work session)
- ii. January 29, 2018 – Discuss possible APC meeting

City Manager Estes noted the work session on January 8th would focus on historic architectural designs. Also, a training session for Councilors and Commissioners had been scheduled for January 10, 2019 at 6:00 pm, hosted by the Department of Land Conservation and Development (DLCD). The training is optional.

President Fitzpatrick confirmed the incoming Commissioners would be updated on the Riverfront Vision Plan.

City Manager Estes said the new Commissioners would be appointed by Mayor Elect Jones after the first of the year, so Staff would work quickly to get the new Commissioners up to speed.

PUBLIC COMMENTS (NON-AGENDA):

There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:55 pm.

APPROVED:

Community Development Director

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

December 18, 2018

CALL TO ORDER – ITEM 1:

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

ROLL CALL – ITEM 2:

Commissioners Present: Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Mac Burns, and Kevin McHone.

Commissioners Excused: President LJ Gunderson, Paul Caruana, and Katie Rathmell.

Staff Present: Planner Nancy Ferber.

The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES – ITEM 3(a):

Vice President Dieffenbach asked if there were any changes to the minutes of November 20, 2018. There were none.

Commissioner Osterberg moved to approve the minutes of November 20, 2018 as presented; seconded by Commissioner Burns. Motion was approved unanimously. Ayes: Vice President Dieffenbach, Commissioners McHone, Osterberg, and Burns. Nays: None.

PUBLIC HEARINGS:

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

ITEM 4(a):

NC18-05 New Construction request (NC18-05) by Peter and Elisabeth Crockett to construct a single-family dwelling adjacent to historic structures at 752 33rd Street (Map T8N R9W Section 9CA, Tax Lot 5300; Lot 20 & 21, Block 41, Mary Leineweber Subdivision; in the R-2 Zone (Medium Density Residential). **Applicant has requested a continuance to the Jan. 15, 2019 meeting.*

Planner Ferber noted the Applicants were before the HLC last month. The Crocketts had done significant design changes and are still working on their proposal, so they requested that the public hearing be continued to January 15, 2019.

Vice President Dieffenbach opened the public hearing and called for testimony regarding the proposed project. Seeing none, she closed the public hearing.

Commissioner McHone moved that the HLC continue the public hearing on NC18-05 by Peter and Elisabeth Crockett to the next HLC meeting scheduled for January 15, 2019 at 5:15 pm; seconded by Commissioner Burns. Motion was approved unanimously. Ayes: Vice President Dieffenbach, Commissioners McHone, Osterberg, and Burns. Nays: None.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5: There were no reports.

STAFF UPDATES – ITEM 6:

Item 6 (a): Save the Date – Next HLC meeting Tuesday, Jan. 15, 2019

Planner Ferber believed the newly appointed HLC members may be attending the January 15th meeting, and reminded that elections for President, Vice President, and Secretary will be held early in the year, possibly in January, when the new commissioners are able to attend. She confirmed that LJ Gunderson would no longer be serving on the HLC.

Commissioner McHone confirmed tonight was his last meeting.

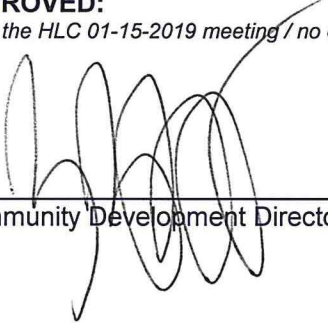
PUBLIC COMMENTS – ITEM 7: There were none.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 5:21 p.m.

APPROVED:

at the HLC 01-15-2019 meeting / no changes

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

Community Development Director



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: JANUARY 29, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: AMENDMENT TO ROSEMARY JOHNSON'S CONSULTING
CONTRACT AGREEMENT

DISCUSSION/ANALYSIS

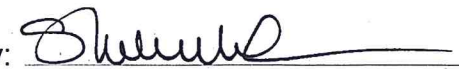
An agreement was entered into with Rosemary Johnson on July 19, 2018 to provide consulting services. The agreement established a not to exceed threshold of \$ 49,999 which is within the City Manager spending authority.

In order to recognize the additional costs necessary to retain Rosemary Johnson, an amendment is required to increase the agreement from the current \$ 49,999 to \$ 100,000. The Parks and Community Development Departments are primary users of Ms. Johnson's services and her fees would be paid out of those budgets.

Attached for consideration is an amendment to Rosemary Johnson's Agreement dated July 19, 2018 which has been reviewed by City Attorney Blair Henningsgaard as to form.

RECOMMENDATION

It is recommended that City Council authorize the amendment to the agreement for Rosemary Johnson.

By: 

Susan Brooks, Director of Finance
and Administrative Services

CONTRACT AMENDMENT
BETWEEN
THE CITY OF ASTORIA AND ROSEMARY JOHNSON
FOR
PLANNING SERVICES TO THE COMMUNITY DEVELOPMENT
DEPARTMENT

The AGREEMENT dated July 19, 2018, by and between THE CITY OF ASTORIA, hereinafter called "THE CITY" and Rosemary Johnson, hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT to include services as directed by the City Manager until June 30, 2019.

Amend Compensation of the AGREEMENT to increase contract amount from \$49,999.00 to 100,000.00.

IN WITNESS WHEREOF, THE CITY AND CONSULTANT have executed this AMENDMENT as of _____, 2019.

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

CONSULTANT:
Rosemary Johnson

Brett Estes
City Manager

Date

Consultant

Date

Approved as to form: _____



Digitally signed by BLAIR
HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o,
ou, email=blair@astoria.law, c=US
Date: 2019.01.31 15:07:55 -08'00'

Blair Henningsgaard
City Attorney

**CITY OF ASTORIA
CONTRACT FOR PROFESSIONAL SERVICES**

CONTRACT:

This Contract, made and entered into this 19th day of July, by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Rosemary Johnson hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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 project management and planning services for the City of Astoria as defined in Attachments A.

B. Consultant's services are defined solely by this Contract and not by any other contract or agreement that may be associated with this project.

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work.

2. COMPENSATION

1. The CITY agrees to pay CONSULTANT a total not to exceed \$49,999, for performance of those services provided herein;

2. The CONSULTANT will submit monthly billings for payment.

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 Angela Cosby, Parks and Recreation Director, acosby@astoria.or.us, (503) 298-2460 or designee.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Rosemary Johnson, Phone (503) 325-6434 E-Mail: rosemaryicurt@gmail.com.

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 information that may be required in order to qualify for grant funds. 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 CONTRACTOR

A CONSULTANT'S services shall be provided under the general supervision of City's Parks and Recreation Director or her designee, but CONSULTANT shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this Contract, CONSULTANT is and shall be deemed to be an independent contractor and not an employee of the City, 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 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 disabled provided the party so disabled 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, City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and CITY any obligation to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

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

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

16. INSURANCE

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

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 with limits of not less \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include CONSULTANTS, sub-consultants and any directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limited will not be less than \$2,000,000.

B. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000.

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. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to CITY. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

17. WORKMEN'S COMPENSATION

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

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

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

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

Contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished.

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

19. PAYMENT OF CLAIMS BY PUBLIC OFFICERS

If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the municipality may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

The payment of a claim in the manner here authorized shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

20. PAYMENT OF MEDICAL CARE

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

21. OVERTIME

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

22. USE OF DRAWINGS AND OTHER DOCUMENTS

The ADC shall own all drawings and other documents prepared by the CONSULTANT for the project along with all common law, statutory and other reserved rights, including the copyright. CONSULTANT shall provide computer aided design (CAD) drawings on media designated by and to a scale acceptable by CITY.

CONSULTANT may reuse all drawings and other documents prepared by the CONSULTANT for the project for any purpose without written authorization of CITY.

23. STANDARD OF CARE

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

24. OCCUPATIONAL TAX

CONTRACTOR shall pay the City of Astoria Occupational Tax as provided in Astoria Code Sections 8.000 to 8.035.

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. 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.

27. NONDISCRIMINATION

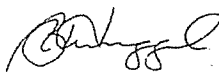
It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. The City of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

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:


Digitally signed by BLAIR
HENNINGSGAARD
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o, ou, email=blair@astoria.law,
c=US
Date: 2018.07.18 15:57:53 -08'00'

Attorney

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

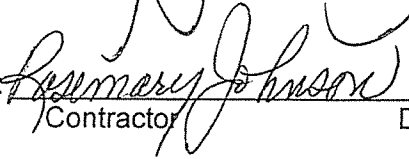
BY:


City Manager

Date

July 19, 2018

BY:


Contractor

Date

7/19/18

Attachment A

Scope of Work

Rosemary Johnson shall provide the following efforts to the City of Astoria:

Project Management

- Coordinate and manage projects associated with implementing the Parks and Recreation Master Plan and various Parks and Recreation Department projects, including but not limited to:
 - Repair and restoration of the Doughboy Monument
 - Evaluation and management of land sales
 - Grant writing and management
 - Project Management and Coordination of the Scandinavian Immigrant Monument
- Other related duties as defined and authorized by City Manager.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: JANUARY 29, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: STATE OF OREGON HISTORIC PRESERVATION OFFICE (SHPO)
ALL-STAR GRANT CONTRACT

DISCUSSION/ANALYSIS

As one of seven Oregon Heritage All-Star Communities, the City is eligible for grant funds from the Oregon Heritage Commission. The City has submitted a one-time grant for \$3,000 in partnership with the Astoria Downtown Historic District Association (ADHDA) for the 13th Street Alley art project, as attached. This funding has been approved by SHPO, and will to towards the projected budget of over \$10,000. The project involves the installation of murals on the walls of the buildings on either side of the alley at 13th Street, as well as the installation of permanent lighting fixtures. The artwork would be designed to resist graffiti or other degradation. The lighting will better illuminate this corridor. ADHDA will be responsible for the proposal and artist selection process and will be required to obtain a wall graphics permit, reviewed by the Historic Landmarks Commission, and administer the project through to completion. The City would act as the fiscal agent only. The work must be done by June 30, 2019, so there is some urgency to begin the process.

The project is a top priority of the ADHDA, and will enhance an important pedestrian way between Commercial and Duane Streets that has long been neglected. City Council has also expressed interest in improving aesthetics in the alley.

The grant agreement has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

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

By: Mike Morgan, Planner
Community Development Department

Grant Agreement
2018 Heritage Programs Grant (HP-18-06)

This Agreement is made and entered into, by and between, the State of Oregon, acting by and through Oregon Parks and Recreation Department (OPRD), Heritage Programs, hereinafter referred to as the "State" and:

City of Astoria
1095 Duane Street
Astoria, OR 97103

or designated representative, hereinafter referred to as the "Grantee."

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed on 6/28/2019
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of **\$3,000** for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions
5. **SIGNATURES:**

In witness thereof: the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

GRANTEE:

Signature, Authorized Representative

Date

Name and Title of Signer (Type or Print)

STATE:

Christine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs

Date

Attachment A -- Scope of Work

2018 Heritage Programs Grant (HP-18-06)

Grantee: City of Astoria

Grant Amount: \$3,000 **Match Amount:** \$7,800 **Estimated Overmatch:** \$0

Project Summary: Install two dimensional artwork in an alley connecting Commercial and Duane Streets in the Astoria downtown historic district.

The grant funds and matching local contributions will be used to accomplish the work items detailed in the Budget and Work Description sections that follow. OPRD Heritage Programs staff must approve any changes to this Scope of Work.

PROPOSED BUDGET

1 · Other Preservation Activities

Maintenance fund	\$200
Contractor	\$10,000
Honorarium	\$600
Total	\$10,800
Total Project Budget	\$10,800

WORK DESCRIPTION

1 · **Other Preservation Activities** **\$10,800**

Products:

Install two dimensional artwork in an alley connecting Commercial and Duane Streets in the Astoria downtown historic district.

Standards and Provisions:

Project Standards:

- Completed work must be consistent with The Secretary of the Interior's "Standards for Archeology and Historic Preservation"
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- All reports, publications, panels, web pages, applications, or signs related to this project must give credit to the Oregon Heritage Commission and the Oregon Cultural Trust.
- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are required.

Attachment B

Standard Terms and Conditions – Heritage Programs Grants

1. **Authority:** ORS 358.590 authorizes OPRD to expend funds for heritage projects throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grant Recipient shall receive approval on a final work plan from the State.
3. **Renegotiation or Modifications:** This agreement may be amended, modified, or supplemented only by written amendment to the agreement, executed by the same persons or by persons holding the same position as persons who signed the original agreement.
4. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grant Recipient shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
5. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon Heritage Commission, Oregon Parks and Recreation Department and the Oregon Cultural Trust."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Reporting:** Grant Recipient shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
7. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. OPRD shall pay Grantee upon OPRD's approval of Grantee's invoices submitted to OPRD for completed services and deliverables, but only after OPRD has determined that Grantee has completed, and OPRD has accepted, the invoiced services. Advance payments may be provided under conditions outlined in the grant guidelines. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
 - a. **Invoices and Payments:** Invoices must include OPRD's grant agreement number. Grantee shall submit invoices requesting payment to OPRD's Contract Administrator for approval or as may be otherwise designated through written notice.
8. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
9. **Tax Obligations:** Grant Recipient will be responsible for any federal or state taxes applicable to payments under this Agreement.
10. **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 a party (the "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. Either 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 liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State 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 the State 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 the State 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. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (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 the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State 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 the State 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 if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

11. **Laws and Regulations:** Grant Recipient agrees to comply with all state laws and regulations pertaining to this Agreement and the work to be carried out.
12. **Repayment:** In the event that Grant Recipient spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, Grant Recipient shall reimburse the State for all such unlawfully or improperly expended funds.
13. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
14. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Grant Recipient, by signature of its authorized representative on the agreement, acknowledges that the Grant Recipient has read this agreement, understands it, and agrees to be bound by its terms and conditions."



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

CITY OF ASTORIA

ASTORIA DOWNTOWN HISTORIC DISTRICT ASSOCIATION (ADHDA)

PROPOSED HERITAGE ALL-STAR COMMUNITY GRANT PROJECT

JANUARY 17, 2019

The City of Astoria, in conjunction with the Astoria Downtown Historic District Association (ADHDA), requests an All-Star Community Grant in order to develop an Economic Development/Tourism project in downtown Astoria. Astoria, one of the State's All-Star Cities, is the birthplace of Oregon, and over the last twenty years has experienced a renaissance of its downtown core with the restoration of the Liberty Theater, the Elliot Hotel, Fort George Brewery, and many other buildings. Astoria has become a tourist destination as a result of this restoration, but with a growing population of people experiencing homelessness, Astoria is faced with challenges often befalling larger urban areas, such as a rise in vandalism.

The project involves the restoration of a historic alleyway in the heart of the downtown, connecting Commercial and Duane Streets. It is an important passageway between the main shopping street, Commercial Street, and secondary shopping at Duane Street. Duane Street has lagged behind other commercial streets in the downtown area, but has begun to experience substantial investment in buildings stretching from Fort George to the new Astoria Makers space. The alleyway is an important corridor in the middle of a very long block stretching from 12th to 14th Street, but has been abused in the past. ADHDA has installed temporary lighting to increase safety and discourage its use as a bathroom and for camping.

Much of our economic renaissance has been based on historic preservation and the use of our architectural assets. We aim to further this work by adding a commission piece of artwork to activate the 13th Street Alley, in the heart of our National Historic District with a new wall graphic, to be applied directly to the adjacent buildings.

It is our goal to activate the space with light and art, and we seek support to complete the \$10,800 budget to commission a two-dimensional painted work in the alley. Funding would be used to solicit proposals from artists in the community, and then to award a significant amount to complete the work by the selected artist. The community has generously contributed \$7,800 toward the goal, and the All-Star grant will complete our budget.

The project meets all of the All-Star Grant criteria of Economic Development/Tourism by strengthening the role that heritage plays in Astoria, helping ADHDA take advantage of a unique opportunity to enhance tourism, as well as helping us to engage with relevant economic development activity in the downtown. As Duane Street continues to redevelop with the reuse of the old JC Penny's building, a new brewery and other nearby restoration, the alleyway project will play an important part in the promoting connectivity and visual interest.

The community is excited about this very important project, and hope that the Oregon Heritage Commission can be a major participant.



CITY OF ASTORIA

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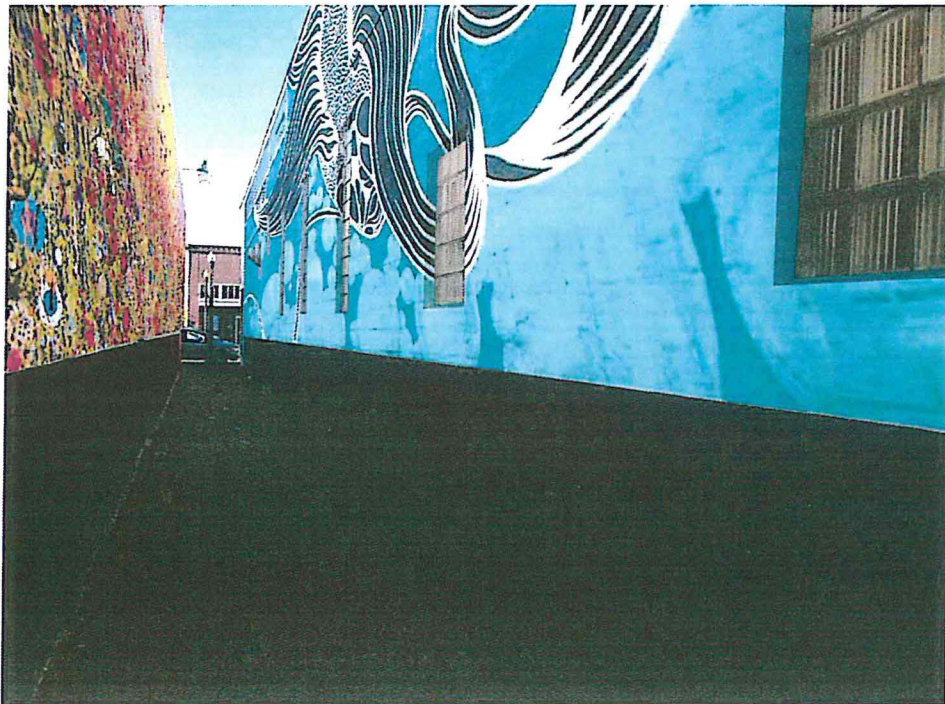
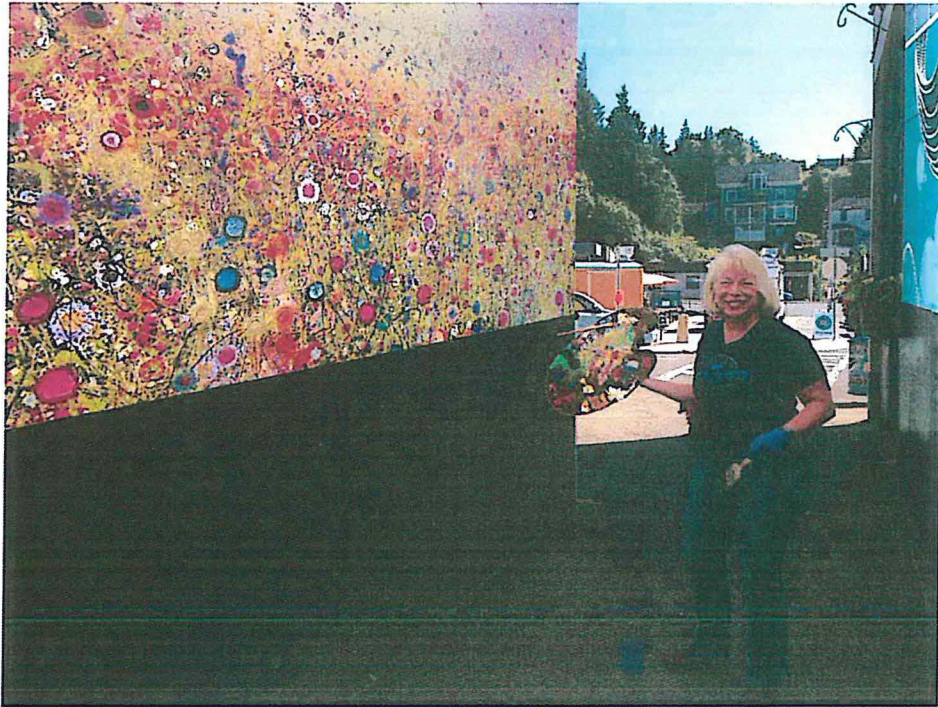
13th Street Alley Activation		
Project Budget		
Revenue		
Pacific Power Foundation	\$ 2,000	Confirmed
Local donations	\$ 5,000	Confirmed
ADHDA Cash	\$ 800	Confirmed
All Star Community Grant	\$ 3,000	
Total Project Budget	\$ 10,800	
Expenses		
Honorariums for Proposals	\$ 600	3 proposals at \$200 each
Materials and Artist Fee	\$ 10,000	
Maintenance Fund	\$ 200	
Total Expenses	\$ 10,800	



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

PROPOSED HERITAGE ALL-STAR COMMUNITY GRANT PROJECT

ARTIST RENDERING OF 13TH STREET ALLEYWAY





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PARKS AND RECREATION

DATE: JANUARY 23, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: MEMORANDUM OF AGREEMENT TO RENEW ADOPTION OF TIDE ROCK PARK BY JESSICA SCHLEIF

DISCUSSION/ANALYSIS

Through the Parks and Recreation Comprehensive Master Planning process, citizen outreach and discussions with the Citizens Advisory Committee strongly indicated that community stewardship of Astoria's Parks is of high importance and resulted in recommendation 6.2, Maintenance – Increase Community Stewardship. Providing direction to “establish a formal “Adopt-A-Park” program and develop a contract with guidelines and expectations”.

Jessica Schleif, Professional Gardener/Landscape Designer, visual-artist, and member of the Parks and Recreation Advisory Board, secured a grant through the Andy Warhol Visual Arts Foundation and the Regional Arts and Culture Council's Precipice Fund in the amount of \$3,500 and procured matching funds of \$1,500 for total of \$5,000 in 2018. Ms. Schleif utilized the grant award to adopt, beautify, and add temporary visual art displays to Tide Rock Park for one year.

Ms. Schleif is interested in renewing her adoption and care of the site for another year, following the same guidelines developed in the previous memorandum of agreement.

The Parks Advisory Board has reviewed the agreement and has recommended that City Council approve the renewal.

The Memorandum of Agreement has been reviewed and approved as to form by the City Attorney.

RECOMMENDATION

It is recommended that City Council approves the renewal of the memorandum of agreement for adoption of Tide Rock Park with Jessica Schleif.

By: 

Tim Williams
Director of Parks & Recreation

MEMORANDUM OF AGREEMENT BETWEEN
JESSICA SCHLEIF AND CITY OF ASTORIA
FOR MAINTENANCE AND BEAUTIFICATION OF TIDE ROCK PARK

This Memorandum of Agreement, hereinafter referred to as "Agreement" made and entered into this _____ day of _____, 2019 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter referred to as "CITY", and Jessica Schleif, a private citizen, hereinafter referred to as "MS. SCHLEIF."

WHEREAS, the CITY is the owner of certain real property hereinafter described and known as Tide Rock Park; and

WHEREAS, MS. SCHLEIF has Parks Department approval to maintain and improve the care of Tide Rock Park for the benefit of the general public with funds acquired by MS. SCHLEIF; and

WHEREAS CITY and MS. SCHLEIF have reached this Agreement relative to MS. SCHLEIF's maintenance, installation of temporary art displays and use of that property; and

WHEREAS, the purpose of this Agreement is to describe terms for maintenance of Tide Rock Park and associated improvements; and

WHEREAS, the CITY is agreeable to such development, but nothing in this Agreement shall be construed in any way to limit the ownership rights of the CITY regarding this property;

NOW, THEREFORE, the CITY grants permission to MS. SCHLEIF for maintenance and associated improvements within Tide Rock Park, subject to the terms hereinafter set forth.

1. PREMISES

CITY hereby allows MS. SCHLEIF to maintain, improve and install temporary art displays at Tide Rock Park, at 1485 Commercial St. in the City of Astoria as depicted on the attached map,

2. REPRESENTATIVES

- a. CITY representative shall be the Parks and Recreation Director, or his/her designee, 1555 W. Marine Drive, Astoria OR 97103, (503)325-7275
- b. MS. SCHLEIF's representative shall be Jessica Schleif, 731 Alameda, Astoria OR 97103, (503)931-6631, schleifjessica456@yahoo.com.
- c. Representatives shall notify the other representative of any changes in contact information within 30 days of any change.

3. CITY RESPONSIBILITIES

Whereas, the CITY shall reviewed and approved all design modifications and locations prior to start of the work on the site.

- a. CITY shall coordinate with MS. SCHLEIF on the design and methods of the improvements proposed.

- b. CITY shall inspect the completed projects or improvements for compliance with all Department, City, State and Federal requirements prior to acceptance of the

improvements.

4. MS. SCHLEIF RESPONSIBILITIES

Whereas, MS. SCHLEIF shall fund, design and fully support the maintenance, improvements and temporary art displays in accordance with City and park design and maintenance requirements. And;

- a. MS. SCHLEIF shall submit all plans to install items or alter the site to the CITY for review and approval prior to start of any work on the site.
- b. All temporary art displays must comply with the mission, goals, and policies of the Astoria Parks and Recreation Department and the City of Astoria, and must be removed from Tide Rock Park no later than December 31, 2019.
- c. All standard governmental rules, regulations, conditions, and requirements shall be applicable to the project and MS. SCHLEIF agrees to follow them. This shall include obtaining any required licenses and permits.
- d. MS. SCHLEIF shall maintain the park site and any improvements as necessary to keep the site in good order, condition, and repair throughout the entire Term of this Agreement. MS. SCHLEIF agrees to indemnify and defend the City for any claims arising out of the use/installation/maintenance. MS. SCHLEIF's efforts will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work that may occur. Maintenance shall include the following:
 - i. Removal and repair of any graffiti or vandalism within an acceptable and realistic timeframe, or by request of the Parks Director or her/his designee.
 - ii. Removal and disposal of all garbage, debris, or other litter on a weekly basis, or by request of the Parks Director or her/his designee.
 - iii. Repainting/re-staining of any structures as necessary, or by request of the Parks Director or her/his designee.
 - iv. Removal and management of noxious/invasive species present within the park. If any herbicides are to be used onsite, the City's Herbicide Use Policy guidelines must be followed.
 - v. Replacement of any broken or deficient components of structures as needed, or by request of the Parks Director or her/his designee
 - vi. Removal of any insect, or other pests', nests or infestations that may present a safety hazard to the public
 - vii. Any sign or notices installed shall be approved by the Parks Director or her/his designee and comply with all City Code regulations regarding posting, advertising, or displaying signs

5. CLOSURE/REMOVAL OF FACILITY.

- a. CITY shall have the right to restrict use of the site at any time, either permanently, or for a designated period, for reasons of economy, if it is determined that proper maintenance is not being performed by MS. SCHLEIF, if conditions exist that render use of the site a danger, if use of the site is causing a nuisance to neighboring property owners, or at any other time if the CITY deems that action appropriate.
- b. CITY may remove any built improvements and dispose of them at the City's discretion, but prior to doing so will allow MS. SCHLEIF the option of removing any improvements identified by the CITY from the site at MS. SCHLEIF's own expense within 90 days of identification by the CITY. In that case, MS. SCHLEIF shall surrender the premises in a state of good condition and repair, free and clear of all occupancies as required by the CITY.

6. TERM

The term of this Agreement shall be for one (1) year, unless terminated prior to such date by mutual agreement of both parties. This Agreement may be extended upon the written request of the MS. SCHLEIF and approval of the City.

IN WITNESS, WHEREOF, CITY and MS. SCHLEIF have executed this Memorandum of Agreement as of the date and year mentioned above.

CITY: THE CITY OF ASTORIA

By:

Attest:

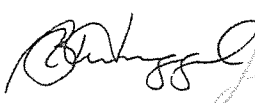
Bruce Jones, Mayor

Brett Estes, City Manager

MS. SCHLEIF:

Jessica Schleif

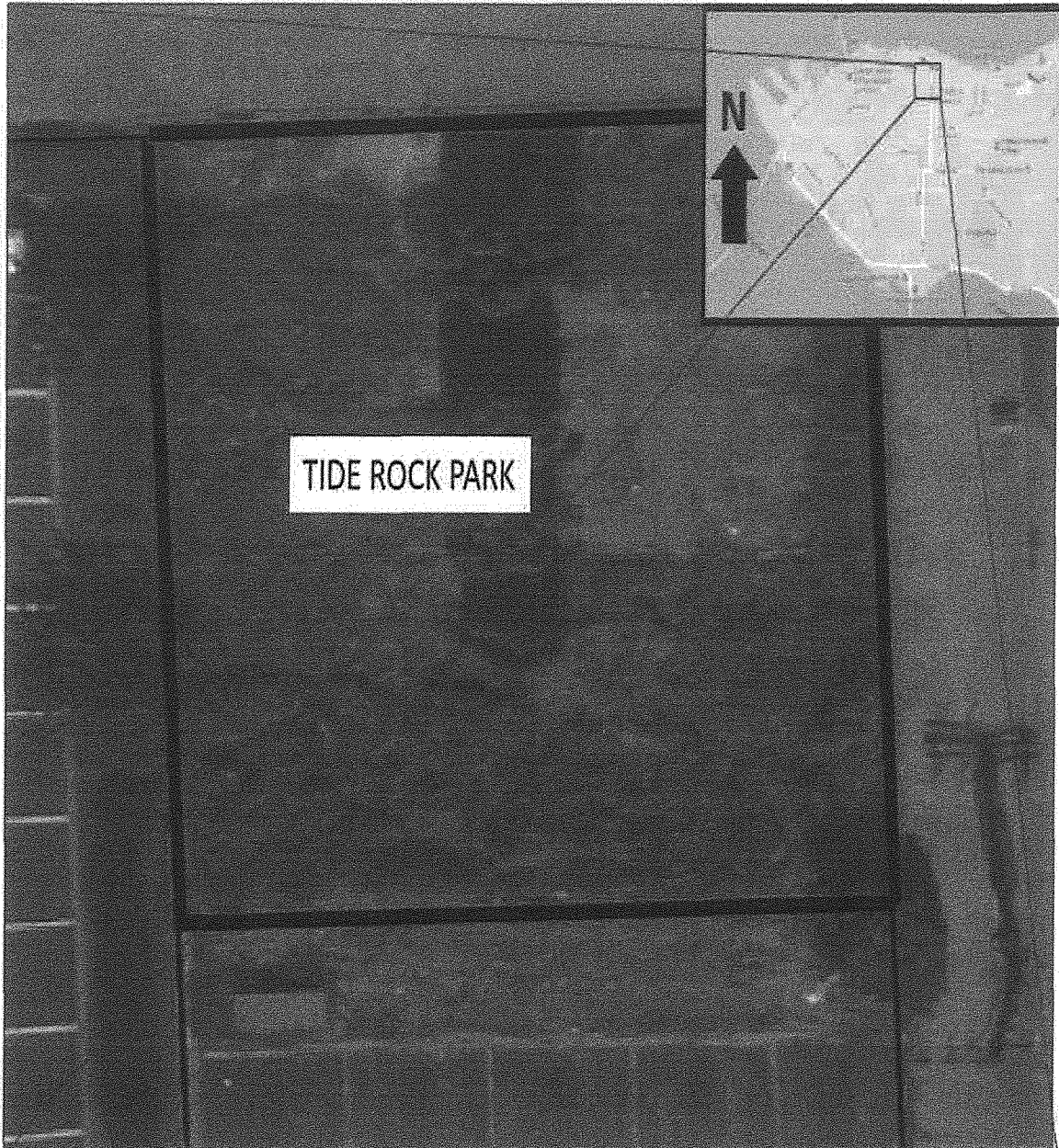
APPROVED AS TO FORM:

 Digitally signed by BLAIR
HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o,
ou,email=blair@astoria.law, c=US
Date: 2018.12.05 11:07:22 -08'00'

Blair Henningsgaard, City Attorney

MEMORANDUM OF AGREEMENT BETWEEN
JESSICA SCHLEIF AND CITY OF ASTORIA

Attachment A
Park
Location



MEMORANDUM OF AGREEMENT BETWEEN
JESSICA SCHLEIF AND CITY OF ASTORIA
FOR MAINTENANCE AND BEAUTIFICATION OF TIDE ROCK PARK

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- a. MS. SCHLEIF shall submit all plans to install items or alter the site to the CITY for review and approval prior to start of any work on the site.
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- c. All standard governmental rules, regulations, conditions, and requirements shall be applicable to the project and MS. SCHLEIF agrees to follow them. This shall include obtaining any required licenses and permits.
- d. MS. SCHLEIF shall maintain the park site and any improvements as necessary to keep the site in good order, condition, and repair throughout the entire Term of this Agreement. MS. SCHLEIF agrees to indemnify and defend the City for any claims arising out of the use/installation/maintenance. MS. SCHLEIF's efforts will extend to both structural and nonstructural items and to all maintenance, repair, and replacement work that may occur. Maintenance shall include the following:
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 - iv. Removal and management of noxious/invasive species present within the park. If any herbicides are to be used onsite, the City's Herbicide Use Policy guidelines must be followed.
 - v. Replacement of any broken or deficient components of structures as needed, or by request of the Parks Director or her/his designee
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6. TERM

The term of this Agreement shall be for one (1) year, unless terminated prior to such date by mutual agreement of both parties. This Agreement may be extended upon the written request of the MS. SCHLEIF and approval of the City.

IN WITNESS, WHEREOF, CITY and MS. SCHLEIF have executed this Memorandum of Agreement as of the date and year mentioned above.

CITY: THE CITY OF ASTORIA

By:

Attest:

Bruce Jones, Mayor

Brett Estes, City Manager

MS. SCHLEIF:

Jessica Schleif

APPROVED AS TO FORM:

Blair Henningsgaard, City Attorney

MEMORANDUM OF AGREEMENT BETWEEN
JESSICA SCHLEIF AND CITY OF ASTORIA

Attachment A
Park
Location






CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: January 25, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: AUTHORIZE AN ACCESS EASEMENT AT 1234 EXCHANGE STREET

DISCUSSION / ANALYSIS

The City owns a downtown parcel located at 1234 Exchange Street. The parcel is used as a below grade parking lot south of the former Charter Cable Office. The City restrooms are located at street level (Exchange Street) on this lot. In the past, the City leased the property to Charter Cable for access to their building and for parking of the Charter Cable vehicles. The City has also granted a non-exclusive easement along the north 15' of the lot to allow access to the building presently owned by Sean Fitzpatrick at 486 12th Street and a lease to Blue Mars, LLC (Bankers Suite) located at 1215 Duane Street.

Munktiki, LLC, the new owner of the former Charter building located at 1241 Duane Street has requested an access easement to the rear of their building. The structure is adjacent to the City-owned lot with a basement that is accessible only by crossing the City property. The proposed City easement would be in the same area as the existing easement to Sean Fitzpatrick and Blue Mars, LLC. The proposed easement language would allow the City to modify the easement configuration in the future.


A map showing the area of the existing and proposed access easement is attached. In the past, an easement to the Fitzpatrick property and Blue Mars, LLC property was granted for a nominal fee of \$1.00.

The attached "non-exclusive" easement has been prepared and reviewed as to form by the City Attorney, Blair Henningsgaard.

Recommendation

It is recommended the Council authorize the Mayor to sign the attached access easement for Munktiki, LLC with a one-time fee in the amount of \$1.00.

Submitted By 
Jeff Harrington PE, Public Works Director

Prepared By: 
Darla Clifton, PW Administrative Assistant

EASEMENT GRANT

CITY OF ASTORIA, Grantor

MUNKTIKI, LLC, Grantee

AFTER RECORDING-RETURN TO:

City of Astoria
1095 Duane Street
Astoria OR 97103

TAX STATEMENTS:

Unchanged

EASEMENT GRANT

EASEMENT, made and entered into this _____ day of _____ 2019 , wherein CITY OF ASTORIA , a municipal corporation of the State of Oregon, Grantor, herewith grants to MUNKTIKI, LLC, an Oregon Limited Liability Company , Grantee, its successors and assigns, a perpetual non-exclusive easement for ingress and egress over the property of Grantor described below (the "Easement Area")and is appurtenant to Grantee's property legally described below.

GRANTOR'S REAL PROPERTY:

The west 5 feet of Lot 5, all of Lots 6 and 7, Block 66 of the Town (now City) of Astoria, as laid out and recorded by John McClure and extended by Cyrus Olney, except so thereof as described in Deed recorded in Book 158, page 707, Records of Clatsop County, Oregon, in the City of Astoria, County of Clatsop, State of Oregon.

GRANTEE'S REAL PROPERTY :

Lot 2, Block 66 of the Town (now City) of Astoria, as laid out and recorded by John McClure and extended by Cyrus Olney, EXCEPT the north 5 feet thereof heretofore dedicated to the City of Astoria for Street purposes, in the City of Astoria, County of Clatsop, State of Oregon.

EASEMENT AREA:

The northerly 15 feet of even width of Grantor's real property described above, as shown on the map attached hereto denoted as Exhibit A.

RESERVING UNTO Grantor, the exclusive right in its sole discretion to modify any and all terms or conditions of this easement, to accommodate the future function and use of Grantor's real property. However , any such modification shall not completely preclude vehicular and pedestrian access to Grantee's real property from 13th Street, and to 13th Street from Grantee's real property.

SITUS ADDRESS: 1234 EXCHANGE STREET, ASTORIA OR 97103

TAX ACCT NO: 0101 80908CD 02100 #22758

SUBJECT TO: The easement is subject to all leases or encumbrances and the right if any or all other users. Grantee may not park vehicles or otherwise block or impede the use of the easement by Grantor or other users of Grantor's Real Property.

Such easement shall form a continuous nonexclusive right-of-way for vehicular and pedestrian ingress and egress between 13th Street and Grantee's real property. By recording this Easement Grant, Grantee agrees to pay the reasonable costs and maintenance of said Easement Area and to repair, at Grantee's expense, any damage caused to the existing improvements on said Easement Area as a result of Grantee's use. Use of the easement may be on a regular, continuous, nonexclusive basis, benefiting Grantee, its successors, assigns, lessees, mortgagees, invitees, guests, agents, and employees.

The consideration for this conveyance is \$1.00.

DATED this _____ day of _____ 2019

CITY OF ASTORIA, a Municipal Corporation of the
State of Oregon

BY: _____
Bruce Jones, Mayor

ATTEST:

Brett Estes, City Manager

STATE OF OREGON) ss.
County of CLATSOP)

On this _____ day of _____ 2019, personally appeared BRUCE JONES and BRETT ESTES, who each being first duly sworn did say that he, BRUCE JONES is the Mayor of the City of Astoria, and that he, BRETT ESTES, is the city manager of the City of Astoria, a municipal corporation and its said instrument was signed on behalf of the City by authority of its City Council and they acknowledged the foregoing instrument to be its voluntary act and deed.

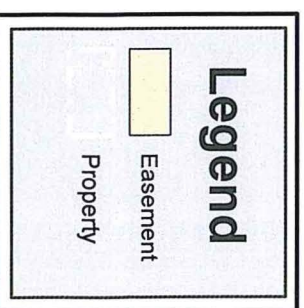
Notary Public of Oregon

Exhibit A



EASEMENT
FROM CITY OF ASTORIA,
GRANTOR
TO MUNKTIKI, LLC
GRANTEE

SCALE: 1"=50'
Date: 1-25-2019






CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: JANUARY 25, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: OLD HIGHWAY 30 & MARITIME ROAD OWNERSHIP AND ACCESS RIGHTS – AUTHORIZE FINANCING CONTRACT

DISCUSSION/ANALYSIS

For many years the City of Astoria has been involved in discussions about ownership and maintenance responsibilities along Old Highway 30 and Maritime Road near Blue Ridge and Tongue Point (see attached map) on the east edge of the City limits. In the 1940s, due to World War II, the US Government acquired land and rights-of-way (ROW) in the Tongue Point area of Astoria to construct a Naval Base. At that time the Oregon Highway Commission relinquished ownership of the State Highway ROW, retaining some portions south of Birch Street including the current State Highway 30 ROW. Use of the site continued into the 1950s. When the Navy left the Tongue Point site, the US Government continued use of the property as an US Coast Guard buoy tending facility, wildlife reserve, and the Tongue Point Job Corps Center through the Department of Labor. Over the years, the US Government has sold off portions of the property but retained the roadways as Federal property. Many of the properties that were sold included easements for use of portions of the roadways, but did not provide unrestricted access. Existing documentation does not define use of the road by the general public nor any consideration for maintenance of the roads.

This issue has been discussed, researched and deliberated by the City, County, Department of Labor and Oregon Department of Transportation for a long time, particularly when proposed developments are being considered or there are maintenance issues. With proposed developments coming to fruition this issue has become more critical to resolve. It is clear that these roadways have never been dedicated as City ROW, but the lack of clarity as to ownership, access and maintenance responsibility impacts the City's ability to process land use actions and support additional use on these roads.

In October 2018, Council concurred with Staff's recommendation that the City take the lead on resolving ownership, chain of title and legal access rights and authorized applying for a Business Oregon Infrastructure Finance Authority (IFA) grant. Justifications for this approach include: 1) funding opportunities for infrastructure improvements require clear ownership, 2) future development requires proof of legal access and accessibility of this roadway infrastructure for utilities, and 3) it is anticipated that the roadways will eventually be dedicated as City ROW after they are reconstructed to City standards.

IFA has offered grant funds for this effort with a 15 percent funding match, as described in the attached Financing Contract. This grant funding will be used to hire an attorney specializing in

property rights to review documentation, provide a legal opinion and define a path forward. The funding is for a total of \$60,000, which includes a \$9,000 match from the City. Match funds are available in the Engineering Public Works Fund for Professional Services. The City Attorney has approved the contract as to form.

RECOMMENDATION

It is recommended that City Council authorize the Business Oregon IFA Financing Contract for preparation of an Old Highway 30 & Maritime Road Ownership and Access Rights Study.

By: Jeff Harrington
Jeff Harrington, Public Works Director

Prepared by: CINDY D. MOORE By JAH
Cindy D. Moore, Assistant City Engineer

Authorized Signature Card for Cash Payments on Oregon Business Development Department Awards	
Recipient <div style="font-size: 1.2em; font-weight: bold;">City of Astoria</div>	Project Number <div style="font-size: 1.2em; font-weight: bold;">A19002</div>
Signatures of Delegated Authorized Individuals to Request Payments <small>(Two signatures are required to request disbursement of funds)</small>	
<div style="text-align: center; margin-bottom: 5px;">Jeff Harrington, PW Director</div> <div style="text-align: center; margin-bottom: 5px;"><small>Typed Name and Title</small></div> <div style="margin-bottom: 5px;">(1) a </div> <div style="text-align: center; font-size: 0.8em;"><small>Signature (Highest Elected Official must not sign here)</small></div>	<div style="text-align: center; margin-bottom: 5px;">Darla Clifton, PW Admin Assistant</div> <div style="text-align: center; margin-bottom: 5px;"><small>Typed Name and Title</small></div> <div style="margin-bottom: 5px;">(1) b </div> <div style="text-align: center; font-size: 0.8em;"><small>Signature (Highest Elected Official must not sign here)</small></div>
Additional Signatures (if desired)	
<div style="text-align: center; margin-bottom: 5px;">Brett Estes, City Manager</div> <div style="text-align: center; margin-bottom: 5px;"><small>Typed Name and Title</small></div> <div style="margin-bottom: 5px;">(1) c </div> <div style="text-align: center; font-size: 0.8em;"><small>Signature (Highest Elected Official must not sign here)</small></div>	<div style="text-align: center; margin-bottom: 5px;"><small>Typed Name and Title</small></div> <div style="margin-bottom: 5px;">(1) d _____</div> <div style="text-align: center; font-size: 0.8em;"><small>Signature (Highest Elected Official must not sign here)</small></div>
<p>I certify that the signatures above are of the individuals authorized to draw funds for the cited project.</p> <div style="text-align: center; margin-bottom: 5px;"><small>Bruce Jones, Mayor</small></div> <div style="text-align: center; margin-bottom: 5px;"><small>Typed Name, Title and Date</small></div> <div style="margin-bottom: 5px;">(2) _____</div> <div style="font-size: 0.8em;"><small>Signature of Highest Elected Official or duly authorized official for the Recipient (Must not be listed in item (1) a through (1) d above)</small></div>	<p>Agency Use Only: Date Received:</p> <div style="height: 40px; border: 1px solid black; margin-top: 5px;"></div>

Oregon Business Development Department/Authorized Signature Card

Preparation of the Authorized Signature Card Form: If a mistake is made, or a change is necessary during the preparation of the signature card form, please prepare a new form, since erasures or corrections of any kind will not be acceptable. If you want to change individuals authorized to draw funds from the project, then please submit a new signature card. Any updated signature card will replace the previous one, so please be sure to include the names of all authorized individuals.

Item # Explanation

- (1) a-d Type the names and titles, and provide the signatures of the officials of your organization who are authorized to make draws on project funds. (Note: **Two** signatures are required. We recommend showing three or four signatures to allow adequate signature coverage.)
- (2) Enter the typed name, title, date and signature of the Highest Elected Official, or other official duly authorized by the governing body of the Recipient, certifying the authenticity of the signatures of individuals listed in Item (1) a through (1) d. The person signing here **must not be listed in Item (1) a through d.**
- (3) Leave blank—Oregon Business Development Department will sign here.

Complete one form and return it to: Oregon Business Development Department
 775 SUMMER ST NE STE 200
 SALEM OR 97301-1280

DEPOSIT OPTION NOTIFICATION

Complete and return this form to

Oregon Business Development Department

775 SUMMER ST NE STE 200

SALEM OR 97301-1280

City of Astoria

93-6002118

Recipient

Federal Tax ID Number

Old Highway 30 and Maritime Road Ownership and Access Rights

A19002

Project Name

Project Number

I (we), the undersigned do hereby authorize the Oregon Business Development Department to: (Choose Method I or II below)

Method I - Electronic Funds Transfer (EFT)

Private Sector or Government Entities

- ☐ **Use New EFT Account:** A Direct Deposit Form (SFMS ACH-1) completed by Financial Institution Representative has been forwarded to the Oregon Department of Administrative Services authorizing the Oregon State Treasury to deposit funds into the designated financial account by way of the Automated Clearing House Services (ACH) of the Federal Reserve Banking System.

Requires an SFMS ACH-1 form to be marked *CONFIDENTIAL* and mailed to:

Oregon Department of Administrative Services

SFMS Operations / ACH Coordinator

155 COTTAGE ST NE STE U60

SALEM OR 97301-3970

Get the form here: www.oregon.gov/das/Financial/AcctgSys/Documents/ACH_Enrollment_Form.pdf

- ☐ **Use Existing EFT Account:** An account has already been set up for EFT deposits as required above.

Method II - Local Government Investment Pool (LGIP)

Government Entities Only

- ☒ Transfer funds to the **Oregon State Treasury Local Government Investment Pool** by electronic or other means.

The Oregon State Treasury is authorized to accept and deposit said funds into Local Government Investment Pool Account Number 4035.

This authorization will override any previous authorization and will remain in effect until the Oregon Business Development Department has received written notification of its termination.

Type or Print Name(s) Susan E. Brooks Brett Estes

Signature(s) _____

Title(s) Director of Finance & Admin City Manager

January 22, 2019 (503) 325-5821^{SRC} (503) 325-2997
Date Telephone Number Fax Number

SPECIAL PUBLIC WORKS FUND PLANNING PROJECT
FINANCING CONTRACT

Project Name: Old Highway 30 and Maritime Road Ownership and Access Rights

Project Number: A19002

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the 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 NOT APPLICABLE
- 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 \$60,000.

"Grant Amount" means \$51,000.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 24 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

Commitment. The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a grant in an aggregate amount not to exceed the Grant Amount (the "Grant").

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.

SECTION 4 - 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) 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 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 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 are met.

SECTION 5 - 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 and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit C.
- 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 from another State of Oregon agency or any third party.

SECTION 6 - 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.
- 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, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its 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 perform all obligations required by this Contract. 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 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 perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (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 perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

SECTION 7 - 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 perform all obligations required by this Contract.
- 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 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) 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) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) 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.
 - (3) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
 - (4) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including a summary of the Project results, 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.
- D. Industrial Lands. The land related to this Project must remain zoned industrial and not be converted to another use for at least 5 years after the completion of the Project. If this condition is not met, the Grant must be immediately repaid, unless otherwise allowed by OBDD and agreed in writing by OBDD and Recipient.
- E. 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.
- F. Records Maintenance. 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.

- G. 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.
- H. 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 owned 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>.
- I. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- J. 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.
- K. 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.
- L. NOT APPLICABLE
- M. Exclusion of Interest from Federal Gross Income and Compliance with Code.
- (1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.
 - (2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be “disproportionate related business use” or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing

Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

- (3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.
- (4) The Recipient shall not cause any Lottery Bonds to be treated as “federally guaranteed” for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to “federally guaranteed” obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as “federally guaranteed” if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.
- (5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.
- (6) Upon OBDD’s request, Recipient shall furnish written information regarding its investments and use of Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.
- (7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the Project, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.
- (8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. §1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Grant.

SECTION 8 - DEFAULTS

Any of the following constitutes an “Event of Default”:

- A. Any false or misleading representation is made by or on behalf of Recipient in this Contract or in any document provided by Recipient related to the Project or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. (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.
- C. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through B of this section 8, 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 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD’s commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys’ fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.

- 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 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 8 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 10 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract.
- 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 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, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract 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 must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section 10.D. 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: Public Works Director
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.
- 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) 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 its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF ASTORIA

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Bruce Jones
Mayor of Astoria

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Approved as to legal sufficiency

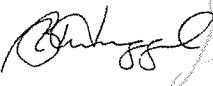
 Digitally signed by BLAIR
HENNINGSGAARD
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ou=email=blair@astoria.law, c=US
Date: 2019.01.22 16:06:01 -08'00'

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 4 December 2018.

“C.F.R.” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“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 Proceeds” means the proceeds of the Grant.

“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, the interest on which is exempt from federal income taxation, 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 Grant.

“Municipality” means any entity described in ORS 285B.410(9).

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT C - PROJECT DESCRIPTION

The Recipient will provide project management and procure legal counsel specializing in property rights to review documentation and provide a legal opinion of ownership of the roads that provides access to the Tongue Point Industrial area.

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Legal Fees and Project Management	\$51,000	\$9,000
Total	\$51,000	\$9,000




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PARKS AND RECREATION

DATE: JANUARY 28, 2019

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, ASTORIA CITY MANAGER

SUBJECT: AUTHORIZATION TO AMEND MEMORANDUM OF AGREEMENT WITH
ASTORIA SCANDINAVIAN HERITAGE ASSOCIATION TO ADD
ADDITIONAL RESPONSIBILITIES, CLARIFY LANGUAGE, AND
DISPLAY THE PROJECT'S FINAL DESIGN FOOTPRINT

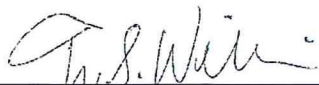
DISCUSSION

The Memorandum of Agreement approved by City Council to allow the Astoria Scandinavian Heritage Association to construct a new monument in People's Places Park needs to be amended to reflect the extent of the project's footprint now that the final design has been developed. The final design has impacts occurring within ODOT's property to the south and within the City's right-of-way along the trolley tracks to the north. The amendment adds requirements for ASHA to avoid built structures within 10' of the trolley tracks and to seek easements or agreements with ODOT for any work occurring on their property. The amendment also deletes an inadvertent reference to a slide that was accidentally inserted in the original MOA.

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

RECOMMENDATION

It is recommended that City Council approves the amendment to the Memorandum of Agreement between the City of Astoria and the Scandinavian Heritage Association.

By: 

Tim Williams
Director of Parks and Recreation



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Amendment to Memorandum of Agreement between the City of Astoria and the Astoria Scandinavian Heritage Association

On December 18th, 2017, the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and the Astoria Scandinavian Heritage Association, hereinafter called "ASHA", entered into a memorandum of agreement to construct and maintain a new park site.

This amendment, made and entered into this ____ day of _____, 2019, to the memorandum of agreement, hereinafter called "AMENDMENT 1" outlines additional information regarding the project's footprint, clarifies language in the original document, and outlines additional responsibilities.

1. Paragraph "4. ASHA RESPONSIBILITIES" is amended to include subparagraphs "j" and "k" and the Attachment A attached hereto.

The new subparagraph j provides:

- j. ASHA will secure and maintain all easements or agreements required for portions of the project's footprint that overlap or abut ODOT property, as shown in Attachment A

The new subparagraph k provides:

- k. Any structures associated with the project must be installed maintaining a ten (10) foot setback from the southern edge of the existing railroad tracks adjacent to the project area, as shown in Attachment A

2. Paragraph "5 CLOSURE/REMOVAL OF FACILITY" is amended to provide:
CITY shall have the right to restrict use of the Monument at any time, either permanently or for a designated period for reasons of economy, if it is determined that proper maintenance is not being performed by ASHA, or if conditions exist that render use of the Monument a danger.
3. Except as amended here the memorandum of agreement to construct and maintain a new park site between ASHA and CITY dated December 18th, 2017 shall remain in full force and effect.

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

Approved as to form:



Digitally signed by BLAIR
HENNINGSGAARD
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o, ou, email=blair@astoria.law,
c=US
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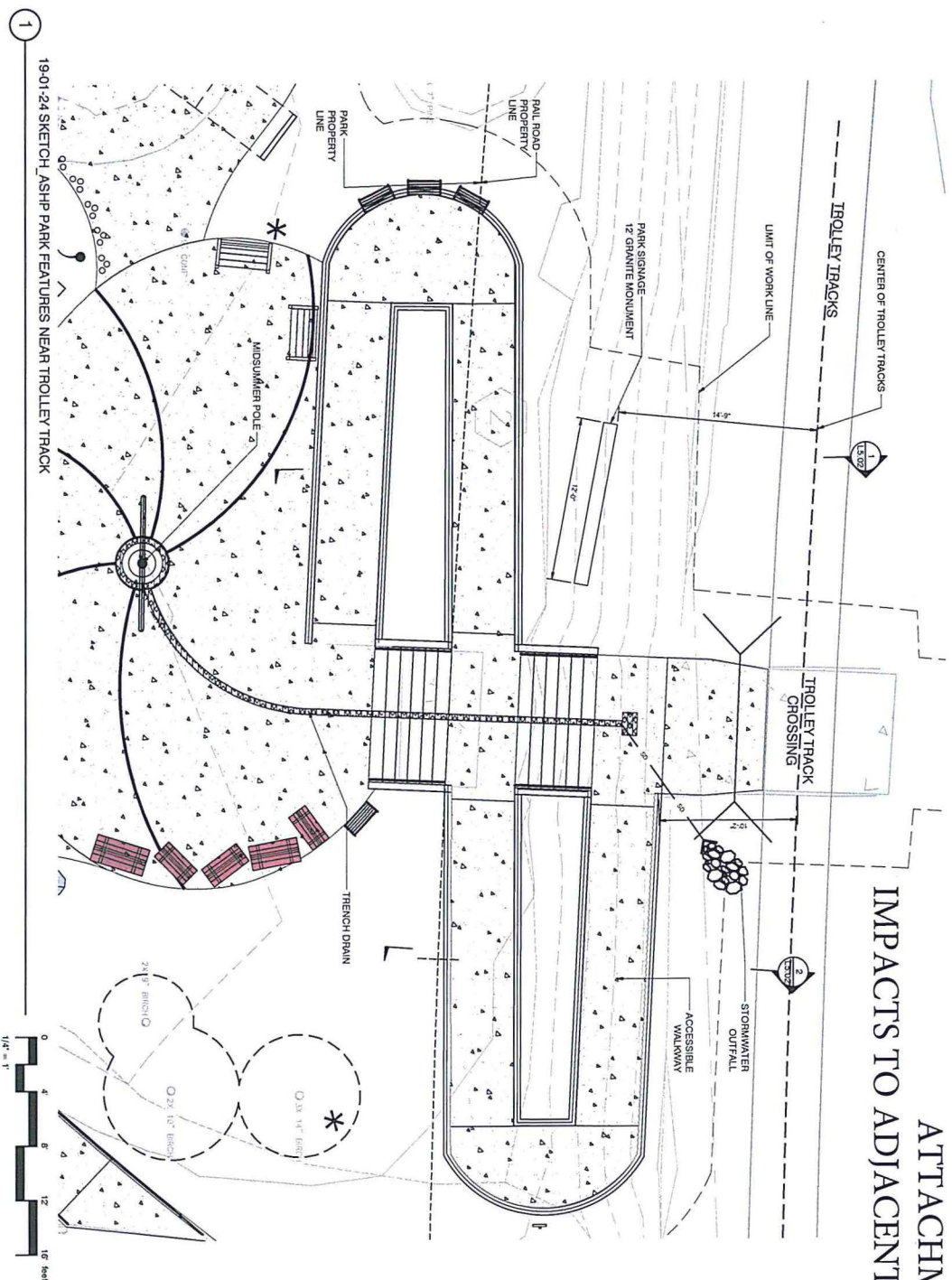
City Attorney

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

BY: _____
City Manager Date

BY: _____
ASHA President Date

ATTACHMENT A IMPACTS TO ADJACENT PROPERTY OWNERS



DRAWING ISSUE		DATE
95% CD SET - DRAFT		01/24/2019
NO.	REVISION	DATE



DESIGNED	DRAWN
M. B. Borch	M. B. Borch
P. S. Borch	P. S. Borch
A. West	N. Prince
A. West	A. West



PROJECT LOCATION:
 1811 AND MARINE DRIVE
 ASTORIA, OREGON 97103
 CLIENT:
 ASTORIA SCANDINAVIAN
 HERITAGE ASSOCIATION
 PO BOX 34
 ASTORIA, OREGON 97103

SCALE	PROJECT NO.	DRAWING NO.	PROJECT NO.
AS SHOWN	18002	SKETCH	18002



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

Amendment to Memorandum of Agreement between the City of Astoria and the Astoria Scandinavian Heritage Association

On December 18th, 2017, the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and the Astoria Scandinavian Heritage Association, hereinafter called "ASHA", entered into a memorandum of agreement to construct and maintain a new park site.

This amendment, made and entered into this ____ day of _____, 2019, to the memorandum of agreement, hereinafter called "AMENDMENT 1" outlines additional information regarding the project's footprint, clarifies language in the original document, and outlines additional responsibilities.

1. Paragraph "4. ASHA RESPONSIBILITIES" is amended to include subparagraphs "j" and "k" and the Attachment A attached hereto.

The new subparagraph j provides:

- j. ASHA will secure and maintain all easements or agreements required for portions of the project's footprint that overlap or abut ODOT property, as shown in Attachment A

The new subparagraph k provides:

- k. Any structures associated with the project must be installed maintaining a ten (10) foot setback from the southern edge of the existing railroad tracks adjacent to the project area, as shown in Attachment A

2. Paragraph "5 CLOSURE/REMOVAL OF FACILITY" is amended to provide:
CITY shall have the right to restrict use of the Monument at any time, either permanently or for a designated period for reasons of economy, if it is determined that proper maintenance is not being performed by ASHA, or if conditions exist that render use of the Monument a danger.
3. Except as amended here the memorandum of agreement to construct and maintain a new park site between ASHA and CITY dated December 18th, 2017 shall remain in full force and effect.

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

Approved as to form:

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

City Attorney

BY: _____

City ManagerDate

BY: _____

ASHA PresidentDate

CONCLUSION

SYMBOL		DESCRIPTION	QTY	DETAIL

I 03-021	STEAMER TRUNK SEATING - CONG.		5	615.07

I 03-031	HIDDEN TROLL & FOOTING		6	615.02

SYMBOL	DESCRIPTION	QTY	DETAIL	
I 06-011	INTERPRETIVE SIGNAGE	9	715.02	
I 06-021	SS DONOR MEDALLIONS	6	615.00	

I 06-031	SS FENCE BANDING	96 LF	1145.00	
I 06-041	SS FENCE BANDING	96 LF	1145.00	
I 06-051	SS MIDSUMMER POLE		1145.05	

SYMBOL	DESCRIPTION	QTY	DETAIL	
I 09-011	AGGREGATE SURFACE			
I 09-021	STABILIZED GRAVEL	366 SF	612.50	

SYMBOL	DESCRIPTION	QTY	DETAIL	
I 12-011	FLAG POLE - 20FT	-	DET	

I 12-021	FLAG POLE - 20FT	AL 6		

I 13-011	INTERPRETIVE SIGN - RADIUS	18 LF	1145.06	
I 13-021	INTERPRETIVE SIGN - RADIUS	QTY	DETAIL	

I 13-031	INTERPRETIVE SIGN - RADIUS	23 LF	1145.06	
I 13-041	INTERPRETIVE SIGN - RADIUS	2	1145.06	
I 13-051	INTERPRETIVE SIGN - RADIUS		1145.06	

SYMBOL	DESCRIPTION	QTY	DETAIL	
I 17-021	DECORATIVE BOLLARD LIGHT	4	216.02	
SYMBOL	DESCRIPTION	QTY	DETAIL	
I 17-031	DECORATIVE BOLLARD LIGHT	4	216.02	

I 17-041	DECORATIVE BOLLARD LIGHT	4	216.02	
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I 17-2051	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2061	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2071	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2081	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2091	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2101	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2111	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2121	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2131	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2141	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2151	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2161	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2171	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2181	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2191	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2201	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2211	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2221	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2231	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2241	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2251	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2261	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2271	DECORATIVE BOLLARD LIGHT	4	216.02	
I 17-2281	DECORATIVE BOLLARD LIGHT	4	216.02	

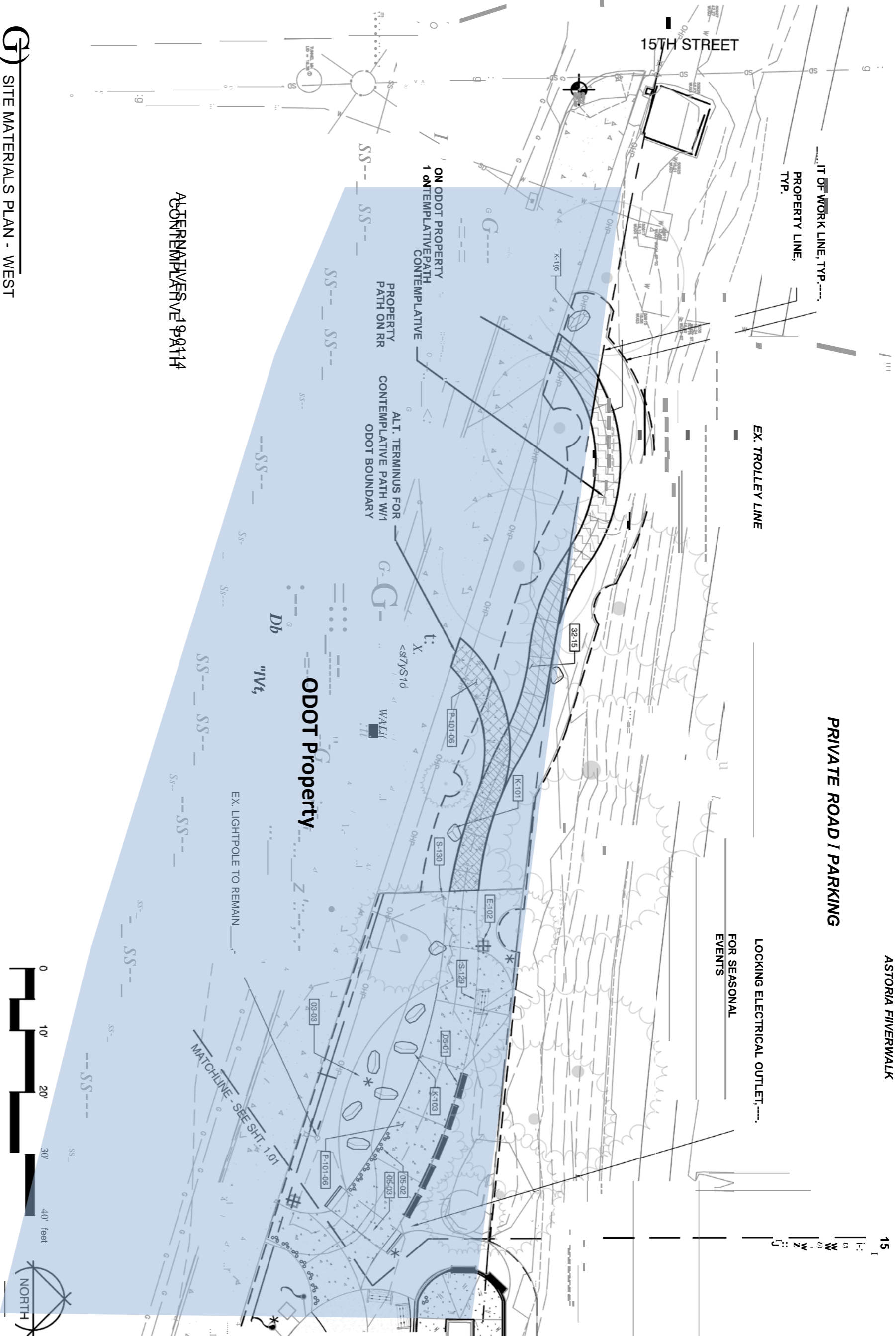
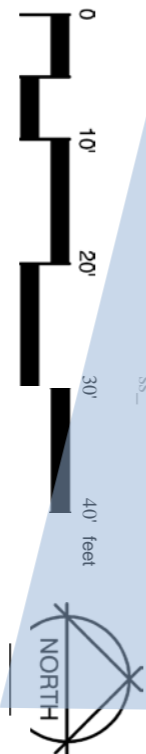
GENERAL SITE NOTES

1. SEE L1.20 & L1.21 FOR GRADING AND LAYOUT.
 2. SEE L2.00 FOR IRRIGATION PLAN.
 3. SEE L3.01 & L3.02 FOR PLANTING PLAN.
 4. SEE L6.01 FOR MATERIALS SCHEDULES
 5. PEDESTRIAN WALKWAYS TO ADHERE TO ACCESSIBLE STANDARDS WITH MAX 5% LONGITUDINAL SLOPE AND 2% CROSS SLOPE. MINIMUM SLOPE OF .05% ON ALL SURFACES.
 6. REFER TO CIVIL SET FOR ADDITIONAL DRAINAGE AND GRADING INFORMATION.
 7. ~~SHEET SPECIFICATIONS HAVE DIFFERENCES FROM A STANDARD SET OF ADDITIONAL INFORMATION.~~
 8. ~~SEE L1.20 FOR GRADING AND LAYOUT.~~
 9. AREAS WITHIN THE LIMIT OF WORK LINE THAT ARE DISTURBED OR TO BE REVEALED AFTER CONSTRUCTION SHALL REFER TO CITY OF ASTORIA CODE AND STANDARDS.
PROPOSED PLANTING AREAS ARE TO BE HYDROSEEDDED.
 11. AREAS WITHIN THE LIMIT OF WORK LINE THAT ARE DISTURBED OUTSIDE OF THE
- ~~12. ELECTRICIAN TO PROVIDE LIGHTING PLAN~~

13. SHOP DWGS TO BE PROVIDED BY FABRICATOR & REVIEWED BY LANDSCAPE ARCHITECT
SITE

MATERIALS NOTES:

1. MATERIALS IN ACCESSIBLE ROUTES TO ADHERE TO ACCESSIBILITY STANDARDS.
2. MATERIAL QUANTITIES ARE APPROXIMATED AND TO BE VERIFIED BY CONTRACTOR.



G) SITE MATERIALS PLAN - WEST

ADDITIONAL PAGES 9A1-14

DRAWING ISSUE		DATE
95% CD SET		01/24/2019
DRAFT	REVISION	DATE
NOT FOR CONSTRUCTION		

-----1.1.2

The West Studi

0

DESIGNED: M. BJORK	DRAWN: M. BJORK
DESIGN ED: P. SOREY	DRAW/ N: P. SOREY
DESIGNED: A. WEST	DRAWN: N. PRICE
CHECK ED:	APPROVE D: A. WEST

PROJECT LOCATION :
16TH AND MARINE
DRIVE ASTORIA
OREGON 97103

CLIENT :
ASTORIA
SCANDINAVIAN
HERITAGE
ASSOCIATION

ASTORIA SCANDINAVIAN HERITAG PAR E^K SITE MATERIALS PLAN


SCALE: AS SHOWN
PROJECT: 18002
DRAWING: R.A.W.N.G.N.
1in L1.00
SHEET NO. 1 OF 1



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: January 28, 2019
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PUBLIC HEARING AND RESOLUTIONS FOR SUPPLEMENTAL BUDGETS FOR WATERFRONT BRIDGES PROJECT FUND #190 and MARITIME MEMORIAL FUND # 148

DISCUSSION/ANALYSIS

ORS 294.473 provides guidance for a municipality to hold a public hearing on a supplemental budget to adjust for changes which could not reasonably be foreseen when preparing the original budget. The process requires advertisement of a supplemental budget not less than 5 days before a Council meeting. There will be a public hearing for consideration of the supplemental budgets being presented. Council may consider a resolution to adopt the supplemental budgets as advertised.

Astoria Road District Fund # 170 and Promote Astoria Fund # 410

Council adopted Supplemental Budgets at the August 20, 2018 meeting to provide additional funds in the Astoria Road District Fund # 170 and Promote Astoria Fund # 410 budgets providing for additional contributions from the City for the final bid costs associated with the Waterfront Bridges Project. Public Works engineering previously provided updates regarding the project and the necessary adjustments based on discussions with Oregon Department of Transportation. As of August 20, 2018 the final amount the City would be required to contribute was unknown and the details of an additional loan from IFA were pending. This amount is now available and the supplemental budget provided accounts for additional loan proceeds, amounts to be contributed to the project and the interest payment due on IFA loan balance in the current fiscal year.

Maritime Memorial Fund # 148

Astoria Development Commission has considered a request to provide a loan to City of Astoria Maritime Memorial Fund # 148 in order to facilitate the completion of the Maritime Memorial expansion project. The funds requested are for excavation, landscaping repair and construction contingency which may be required. A supplemental budget is provided which recognizes the loan proceeds and provides additional appropriations in Capital Outlay within the Maritime Memorial Fund.

RECOMMENDATION

It is recommended that City Council conduct a public hearing and approve the supplemental budgets as presented in the attached resolution.

By: 

Susan Brooks, Director of Finance
and Administrative Services

Resolution No. 19-

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR THE CITY OF ASTORIA.

WHEREAS, a supplemental budget is required for the Waterfront Bridges Project # 190 to recognize unanticipated expense associated with the Waterfront Bridges Project which requires recognition of additional loan proceeds which will be appropriated in Capital Outlay and Debt Service after the FY 2018-19 budget was adopted.

WHEREAS, a supplemental budget is required for the Maritime Memorial Fund # 148 to recognize unanticipated expense associated with the Maritime expansion project and loan proceeds acquired from Astor Development Commission requiring recognition of the loan proceeds in resources and increase in Capital Outlay in the requirements after the FY 2018-2019 budget was adopted.

WHEREAS, ORS 294.473(1)(b) provides direction for the supplemental budgets in accordance with specific circumstances, one of which is a pressing necessity that could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period and requires prompt action.

WHEREAS, the supplemental budgets are on file in the office of the Finance Director at City Hall.

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

SUMMARY OF PROPOSED BUDGET CHANGES				
NAME OF FUND	Waterfront Bridges Project # 190	Adopted Budget		Proposed Supplemental
		This Year 2018-19	Change	This Year 2018-19
Resources				
	Beginning Fund Balance	-	-	-
	Loan Proceeds	255,561	250,000	505,561
	Interest Earnings	1,000	-	1,000
	Total Resources	256,561	250,000	506,561
Requirements				
	Total Materials and Services	-	-	-
	Total Capital Outlay	255,561	243,900	499,461
	Debt Service	-	7,100	7,100
	Total Contingencies	1,000	(1,000)	-
	Total Unappropriated Fund Balance	-	-	-
	Total Requirements	256,561	250,000	506,561

SUMMARY OF PROPOSED BUDGET CHANGES				
NAME OF FUND	Maritime Memorial Fund # 148	Adopted Budget		Proposed Supplemental
		This Year 2018-19	Change	This Year 2018-19
Resources				
	Beginning Fund Balance	109,900	-	109,900
	Gifts and Bequests	15,000	-	15000
	Loan Proceeds	-	50,000	50000
	Interest on Investments	1,200	-	1,200
	Total Resources	126,100	50,000	176,100
Requirements				
	Material & Services	15,000	-	15,000
	Capital Outlay	111,100	50,000	161,100
	Contingency	-	-	-
	Total Unappropriated Fund Balance	-	-	-
	Total Requirements	126,100	50,000	176,100

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2019.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2019.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor Brownson
 Herman
 Rocka
 West

Mayor Jones



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: January 25, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: SECOND READING: VACATION OF A PORTION OF THE RIGHT OF WAY ON 26TH STREET NORTHWEST OF HARRISON ABUTTING ADJACENT UNDEVELOPED LOTS TAX LOTS 80909CC02301 and 80909CC04101

DISCUSSION/ANALYSIS

The City received a request from John Wood, on behalf of Adella Wood, to vacate a 60 X 150 foot portion of the 26th Street unimproved right-of-way abutting two parcels of Ms. Woods property (Tax Lots 80909CC02301 and 80909CC04101) located on Harrison Avenue. Ms. Wood would like to combine the two lots in order to construct a residential structure on the property.

Upon review of the site, it was determined that there are no public utilities on or adjacent to the proposed vacation area and that the City would have no future need for this particular portion of the right-of-way. The right-of-way is heavily wooded and in an area where the streets are undeveloped.

Based on County Assessor's records, staff has calculated the real market land value of properties adjacent to the property as \$0.97 per square foot. Staff is proposing that an assessment of \$869.82 (10%) of the real land value (\$8,698.24) be considered for the vacation of 9000 square feet of the right-of-way.

The applicant has paid the \$869.82 calculated by staff (10% of \$8,698.24 real land value).

At their meeting of January 22, 2019 City Council conducted a public hearing and held the first reading of the ordinance of vacation

There was portion of the draft ordinance which included language not needed in this scenario and read as follows: (Section 3. Reservations) "The City also reserves the right to construct, maintain, continue, repair, reconstruct, renew, replace, rebuild or enlarge any utility or object deemed necessary by the City". It was inadvertently included in the original ordinance and has now been deleted.

RECOMMENDATION

It is recommended that the Astoria City Council conduct the second reading, and adopt the ordinance to vacate a 60' by 150, portion of the 26th Street right-of-way adjacent to Tax Lots 80909CC02301 and 80909CC04101.

Submitted By

Jeff Harrington PE, Public Works Director

Prepared By:

Darla Clifton, PW Administrative Assistant

Ordinance No. 19- _____

AN ORDINANCE GRANTING THE VACATION OF A PORTION OF THE RIGHT OF WAY ON 26TH STREET NORTHWEST OF HARRISON ABUTTING ADJACENT UNDEVELOPED LOTS ,TAX LOTS 80909CC02301 and 80909CC04101

The City of Astoria does ordain as follows:

Section 1. Vacation Allowed. That the petition for vacation of the right-of-way is described as follows, and is hereby granted:

60 X 150 portion of the unimproved 26th Street right-of-way adjacent to Tax lots 80909CC02301 and 80909CC04101, Block 33, Adairs Uppertown Historic District

Section 2. Combining Lots. The above described vacated right-of-way and property is hereby combined into one lot and may not be separated except in compliance with Astoria Development Code and other applicable land use regulations.

Section 3. Reservations. Nothing in this ordinance or in the action to vacate that portion of the right-of-way or alley described in Section 1 shall cause or require the removal or abandonment of any City or Franchise Utility of any kind, wire, pole, or object used or intended to be used for any public service, and the right hereby is reserved for the owner of any such utility or object to maintain, continue, repair, reconstruct, renew, replace, rebuild or enlarge all utilities and objects.

Section 4. Effective Date. The provisions of this ordinance shall take effect 30 days after its passage.

The vacation of that portion of the right-of-way as described in Section 1 of this ordinance is ordered and allowed, subject to the provisions and restrictions contained in Section 2.250 and 2.310 of the Astoria Code.

ADOPTED BY THE COMMON COUNCIL THIS _____ DAY OF _____ 2019.

APPROVED BY THE MAYOR THIS THIS _____ DAY OF _____ 2019.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor Rocka
 Brownson
 Herman
 West

Mayor Jones

26th Street Vacation

Date: 1-3-2019

The south line of the proposed street vacation will be an westerly extension of the north line of Harrison Ave R.O.W. to it's intersection of the East line of Block 32. The north line will be from the NW corner of taxlot 2301 (Blk 32) to the NE corner of taxlot 4101 (BLK 33). Shively's, Astoria.



1:720

PROPOSED VACATION AREA
AREA: 9,000.00 SQ FT

33

4101

60.0'

150.0'

150.0'

60.0'

2301

32

HARRISON AVE

26TH ST



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • PUBLIC WORKS DEPARTMENT

DATE: JANUARY 29, 2019
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: WATERFRONT BRIDGES REPLACEMENT PROJECT (6TH – 11TH STREETS) – LOCAL AGENCY AGREEMENT AMENDMENT FOR CONSTRUCTION PHASE

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.

In April 2018, the City entered into a Local Agency Agreement with the Oregon Department of Transportation (ODOT) for the construction phase of the Waterfront Bridges Replacement Project that will replace these six bridge structures. This original Agreement was for a total estimated project cost for the construction phase of \$9,508,000, which includes construction, inspection and construction management services. The City's portion of these original project cost is 10.27% or \$976,471.60 with the remaining \$8,531,528.40 being an ODOT grant.

When the original Agreement was authorized, it was acknowledged that there are also expenses not covered by the ODOT funding framework during construction. The three major City expenses are utility relocations (sewer and water), additional 4 foot of sidewalk on 11th Street to replace the existing 12-foot wide sidewalks (only 8-foot of the sidewalk width is an eligible expense per ODOT), and repairs to the 11th Street extension outside the project limits to achieve highway load capacity. These expenses are estimated at \$337,000 and this entire cost must be paid solely by the City. In April 2018, when the original Local Agency Agreement was signed, the City's total construction phase cost was estimated at \$1,313,471.60. This amount is to be paid by the Business Oregon Infrastructure Finance Authority (IFA) loan that was authorized by Council in February 2018. These expenses are summarized in the table below:

AGREEMENT	ODOT Funds	City Funds	Total
Project Construction Costs	\$8,531,528.40	\$976,471.60	\$9,508,000.00
Other City Costs		\$337,000.00	\$337,000.00
TOTAL	\$8,531,528.40	\$1,313,471.60	\$9,845,000.00

In July 2018, construction bids were received by ODOT that exceeded the project funding amount. It was critical that the construction contract be awarded in a timely fashion to avoid project delays and significant additional costs associated with inflation, additional maintenance, and consultant fees for updating permits, easements, plans and specifications. Fortunately, ODOT was able to provide the additional funding with verbal agreement from the City to match the required 10.27% plus an additional amount up to \$220,000 in local funding to help cover the difference between the approved funding and the bid amount.

The attached Local Agency Agreement Amendment memorializes the verbal agreement by the City to provide additional funding for the project. The City cost has increased by the required 10.27% match (\$242,873.45) plus an additional \$134,121.26 (which is less than the committed not to exceed amount noted above). Also included in the Amendment is the cost of \$29,900 for cost not eligible for federal funding to replace the existing 12-ft sidewalk on 11th Street (as described above and previously budgeted in the IFA loan). As a result, the total additional cost described in the Amendment is \$406,894.71. The amendment amounts are described in the following table:

AMENDMENT	ODOT Funds	City Funds	Total
Additional Construction Costs	\$2,122,009.17	\$242,873.45	\$2,364,882.62
City Overmatch		\$134,121.26	\$134,121.26
Other City Costs (11 th St Sidewalk)		\$29,900	\$29,900
TOTAL	\$2,122,009.17	\$406,894.71	\$2,528,903.88

Total estimated project cost for the construction phase is now estimated at \$12,036,903.88 with \$10,653,537.57 being covered by the ODOT grant. The City's estimated total construction phase cost is now \$1,690,466.31. The total updated expenses are summarized in the table below:

TOTAL	ODOT Funds	City Funds	Total
Project Construction Costs	\$8,531,528.40	\$976,471.60	\$9,508,000.00
Additional Construction Costs	\$2,122,009.17	\$242,873.45	\$2,364,882.62
City Overmatch		\$134,121.26	\$134,121.26
Other City Costs (11 th St Sidewalk)		\$29,900	\$29,900
Other City Costs		\$307,100	\$307,100
TOTAL	\$10,653,537.57	\$1,690,466.31	\$12,344,003.88

In August 2018, City Council concurred with a funding strategy to pay for increased project costs that consists of using \$100,000 from the Astoria Road District Fund contingency, \$120,000 from the Promote Astoria Fund contingency and increasing the IFA loan for the remaining up to \$220,000. Based on the final numbers from ODOT, the IFA loan will actually be increased by \$156,995. It was noted at that time a revised Agreement would need to be brought to Council at a future meeting.

City Attorney, Blair Henningsgaard has reviewed the Amendment and approved as to form.

Construction is currently underway on the odd numbered street structures (7th St, 9th St and 11th St) and the even numbered street structures (6th St, 8th St and 10th St) are scheduled to begin after September 3, 2019.

RECOMMENDATION

It is recommended that City Council approve the Local Agency Agreement Amendment with ODOT 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

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
LOCAL BRIDGE PROGRAM
State Delivered Federal Project
6th through 11th Street: Waterfront Bridges (Astoria)
City of Astoria**

This is Amendment No. 01 to the Agreement between the **STATE OF OREGON**, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and **CITY OF ASTORIA**, acting by and through its elected officials, hereinafter referred to as "Agency," entered into on April 23, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the total project cost and update State's contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The total Project cost is estimated at \$9,508,000, which is subject to change. Federal funds for this Project shall be limited to \$8,531,528.40. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

Shall be deleted in its entirety and replaced with the following:

2. The total Project cost is estimated at \$12,036,903.88, which is subject to change. Federal funds for this Project shall be limited to \$10,653,537.57. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Additional Agency funds (above the 10.27 percent match) allocated to the Project consist of \$29,900 for the individual bridges as detailed in Exhibits B-1 through B-6 (Project Change Request No. 2), and \$134,121.26 in local funding to cover the difference between the Project low

bid and the funding allocated for the Project, without which the Project could not be awarded.

b. **TERMS OF AGREEMENT, Paragraph 22, Page 6, which reads:**

22. State contact for this Project is Bill Jablonski, Project Manager, ODOT, Area 1, 350 West Marine Drive, Astoria, Oregon 97103; phone: (503) 325-7334; email: william.r.jablonski@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

22. State contact for this Project is Garland Sandel, Transportation Project Leader, ODOT, Area 1, 350 West Marine Drive, Astoria, Oregon 97103; phone: (503) 325-8274; email: garland.w.sandel@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 21298) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

CITY OF ASTORIA, by and through its
elected officials

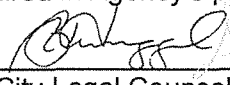
By _____
Mayor

Date _____

By _____
City Manager

Date _____

LEGAL REVIEW APPROVAL (if
required in Agency's process)

By  _____
City Legal Counsel

Date _____

Agency Contact:

Jeff Harrington, P.E., Public Works Director
City of Astoria
1095 Duane Street
Astoria, OR 97103
Phone: (503) 338-5177
Email: jharrington@astoria.or.us

State Contact:

Garland Sandel, Transp. Project Leader
ODOT, Area 1
350 West Marine Drive
Astoria, Oregon 97103
Phone: (503) 325-8274
Email: garland.w.sandel@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic/Roadway Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 1 Manager

Date _____

By _____
Area 1 Transportation Project Leader

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____

**AMENDMENT NUMBER 01
LOCAL AGENCY AGREEMENT
LOCAL BRIDGE PROGRAM
State Delivered Federal Project
6th through 11th Street: Waterfront Bridges (Astoria)
City of Astoria**

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It has now been determined by State and Agency that the Agreement referenced above shall be amended to increase the total project cost and update State's contact information.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. **TERMS OF AGREEMENT, Paragraph 2, Page 2, which reads:**

2. The total Project cost is estimated at \$9,508,000, which is subject to change. Federal funds for this Project shall be limited to \$8,531,528.40. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds.

Shall be deleted in its entirety and replaced with the following:

2. The total Project cost is estimated at \$12,036,903.88, which is subject to change. Federal funds for this Project shall be limited to \$10,653,537.57. Agency shall be responsible for all remaining costs, including the 10.27 percent match for all eligible costs, any non-participating costs, and all costs in excess of the federal or state funds. Any unused federal or state funds will be retained by State, and will not be available for use by Agency for this Agreement or any other projects. "Total Project Cost" means the estimated cost to complete the entire Project, and includes any federal funds, state funds, local matching funds, and any other funds. Additional Agency funds (above the 10.27 percent match) allocated to the Project consist of \$29,900 for the individual bridges as detailed in Exhibits B-1 through B-6 (Project Change Request No. 2), and \$134,121.26 in local funding to cover the difference between the Project low

bid and the funding allocated for the Project, without which the Project could not be awarded.

b. TERMS OF AGREEMENT, Paragraph 22, Page 6, which reads:

22. State contact for this Project is Bill Jablonski, Project Manager, ODOT, Area 1, 350 West Marine Drive, Astoria, Oregon 97103; phone: (503) 325-7334; email: william.r.jablonski@odot.state.or.us, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

Shall be deleted in its entirety and replaced with the following:

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3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

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

This Project is in the 2018-2021 Statewide Transportation Improvement Program, (Key No. 21298) that was adopted by the Oregon Transportation Commission on July 20, 2017 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE FOLLOWS

CITY OF ASTORIA, by and through its
elected officials

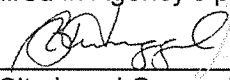
By _____
Mayor

Date _____

By _____
City Manager

Date _____

LEGAL REVIEW APPROVAL (if
required in Agency's process)

By  _____
City Legal Counsel

Date _____

Agency Contact:

Jeff Harrington, P.E., Public Works Director
City of Astoria
1095 Duane Street
Astoria, OR 97103
Phone: (503) 338-5177
Email: jharrington@astoria.or.us

State Contact:

Garland Sandel, Transp. Project Leader
ODOT, Area 1
350 West Marine Drive
Astoria, Oregon 97103
Phone: (503) 325-8274
Email: garland.w.sandel@odot.state.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Highway Division Administrator

Date _____

APPROVAL RECOMMENDED

By _____
State Traffic/Roadway Engineer

Date _____

By _____
Region 2 Manager

Date _____

By _____
Region 2 Project Delivery Manager

Date _____

By _____
Area 1 Manager

Date _____

By _____
Area 1 Transportation Project Leader

Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By _____
Assistant Attorney General

Date _____