
AGENDA

ASTORIA CITY COUNCIL MEETING

Tuesday, March 4, 2014
7:00p.m.
2nd Floor Council Chambers
1095 Duane Street
Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. REPORTS OF COUNCILORS

4. CHANGES TO AGENDA

5. PRESENTATIONS

- (a) Clatsop Community Action Report on Recent Activities

6. CONSENT CALENDAR

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 of 2/3/14
- (b) Boards and Commissions Minutes
 - (1) Historic Landmarks Commission Meeting of 12/17/13
 - (2) Library Board Meeting of 1/28/14
 - (3) Parks Board Meeting of 1/22/14
- (c) Amendment to Benoit Contract (City Attorney)

7. REGULAR AGENDA ITEMS

- (a) Public Hearing for Sale of City Property Located at 4900 Block of Birch Street, Lot 1, Block 18, Alderbrook (Public Works)
- (b) Schedule Public Hearing for Property Sale – 2900 Block of Grand Avenue (Public Works)
- (c) Liquor License Application from Michael and Jennifer Cameron-Lattek, dba Street 14 Coffee at 1410 Commercial Street, for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)
- (d) Approval of Collective Bargaining Agreement between City of Astoria and Astoria Public Safety Association (APSA) (Police)

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

9. EXECUTIVE SESSION

- (a) ORS 192.660(2)(d) – Labor Negotiation Consultations

<p>THIS MEETING IS ACCESSIBLE TO THE DISABLED. AN INTERPRETER FOR THE HEARING IMPAIRED MAY BE REQUESTED UNDER THE TERMS OF ORS 192.630 BY CONTACTING JULIE YUILL, CITY MANAGER'S OFFICE, 503-325-5824.</p>



CITY OF ASTORIA

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February 27, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: ASTORIA CITY COUNCIL MEETING OF TUESDAY, MARCH 4, 2014

PRESENTATIONS

Item 5(a): Clatsop Community Action Report on Recent Activities

A report will be given by representatives of Clatsop Community Action regarding recent activities.

CONSENT CALENDAR

Item 6(a): City Council Minutes of 2/3/14

The minutes of the City Council meeting of February 3, 2014 are enclosed for review. These minutes address the changes as requested at the February 18, 2014 meeting. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): Boards and Commissions Minutes

Enclosed are the minutes of the (1) Historic Landmarks Commission meeting of 12/17/13, (2) Library Board meeting of 1/28/14, and (3) Parks Board meeting of 1/22/14. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 6(c): Amendment to Benoit Contract (City Attorney)

When hired as City Manager in 2007, Paul Benoit's contract included a provision by which the City conditionally agreed to provide health insurance benefits to him upon retirement. The contract requires the City to provide benefits that he does not now need at a cost estimated to be \$1,700 per month. Mr. Benoit has agreed to amend that portion of his contract to provide that the City shall pay the sum of \$1,000 per month for 60 consecutive months at a start date to be determined by him, but no sooner than February 2016. This

amendment benefits the City by reducing the cumulative required monthly payments by approximately \$42,000. It is recommended that Council authorize the Mayor to sign an Amendment to Benoit's Employment Agreement with the City as described above.

REGULAR AGENDA ITEMS

Item 7(a): Public Hearing for Sale of City Property Located at 4900 Block of Birch Street, Lot 1, Block 18, Alderbrook (Public Works)

The City has received an offer from Mike and Judith Cahill to purchase Lot 1, Block 18 located in the 4900 Block of Birch in Alderbrook. The property is adjacent to and immediately north of the Cahill property located at 4908 Cedar Street and is one of four lots the City has listed for possible sale. The Cahill's offer is \$12,000. At their February 18, 2014 meeting the City Council acted to schedule a public hearing on the proposed sale at the next Council meeting on March 4, 2014. It is recommended that Council conduct the public hearing, after which, the City Council approve or deny the sale of said property.

Item 7(b): Schedule Public Hearing for Property Sale – 2900 Block of Grand Avenue (Public Works)

An offer to purchase a portion of excess City property has been received from Herb Mindt and Bill Jablonski. The lot is located in the 2800 block of Grand. Mr. Mindt and Mr. Jablonski are adjacent property owners, whose property is located at 741 29th Street. The original asking price for the property was \$20,000, and the agreed upon offer is \$17,500. It is recommended that the City Council hold a public hearing on March 17, 2014 to receive comment on the proposed sale in accordance with Section 1.500 to 1.1510 of the municipal code, after which the Council may accept, reject or modify the proposal.

Item 7(c): Liquor License Application from Michael and Jennifer Cameron-Lattek, dba Street 14 Coffee at 1410 Commercial Street, for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)

A liquor license application has been filed by Michael and Jennifer Cameron-Lattek, doing business as Street 14 Coffee, located at 1410 Commercial Street. The application is a New Outlet for a Full On-Premises Sales Commercial Establishment License. The appropriate departments have reviewed the application. It is recommended that Council approve the application.

Item 7(d): Approval of Collective Bargaining Agreement between City of Astoria and Astoria Public Safety Association (APSA) (Police)

The Astoria Public Safety Association has ratified their Collective Bargaining Agreement. It is recommended that Council approve the three year contract which is in effect retroactive to July 1, 2013 through June 30, 2016.

EXECUTIVE SESSION

Item 9(a): ORS 192.660(2)(d) – Labor Negotiation Consultations

The City Council will recess to executive session to consult with members of its labor contract negotiating team.

MANAGER\AGENDA\AGENDA MEMO 3-4-14.DOC



CITY OF ASTORIA

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**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**

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

Councilors Present: LaMear, Herzig, Warr, Mellin, Mayor Van Dusen

Staff Present: City Manager Benoit, Parks and Recreation Director Cosby, Community Development Director Estes, City Attorney Henningsgaard, Library Director Tucker, City Engineer Harrington, Support Engineer Crater, and Public Works Director Cook. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS:

Item 3(a): Councilor LaMear reported on the Hispanic Voices of Clatsop County presentation, which was very interesting and important, especially considering that the Hispanic population is growing in the County. She also participated in Project Homeless Connect, which is a wonderful program that directs the homeless to resources. Unfortunately, the homeless population is also growing in the county. On Saturday, February 1, 2014, she met with a group of citizens who are interested in establishing a dog park in Astoria. She asked members of that group who were present to introduce themselves and speak about the dog park.

Shelia Beveridge, 1280 Lexington Avenue, Astoria, said she was pleased to announce that a lot of people support having a dog park and the project seems to be going well and coming along quickly. The group started a petition and gathered about 100 signatures in five days with more signatures anticipated. Attendance at the meetings increased from the three original women involved to 19 attendees at the third meeting. People are excited and willing to commit long term to help in various ways. She said the group would like the City's blessing, noting the dog park would benefit both residents and tourists.

Item 3(b): Councilor Warr had no report.

Item 3(c): Councilor Herzig reported the Lower Columbia Diversity Project (LCDP) hosted the Hispanic Voices of Clatsop County presentation and was happy to bring more public awareness to the Lower Columbia Hispanic Council (LCHC) and the great programs they offer. On Friday, February 7th at 6:00 pm, the LCDP and Astoria Library are hosting one of the Oregon Humanities Conversation Projects at the Astoria Library. The presentation, titled "*Something Old, Something New: Exploring the State of Marriage*", will discuss the changing definitions of marriage and how this current issue goes back for centuries. The entire community is invited to attend.

Item 3(d): Councilor Mellin reported that she attended the Daily Astorian After Hours event last week. She was able to see the large printer that prints the newspaper and the inner workings of the operation. The *Daily Astorian* will host another After Hours event this week. Councilor Mellin noted she is a member of the Assistance League of the Columbia Pacific, a group of women that raises money to clothe Clatsop County children in poverty. The League hosted an accessory sale on February 2, 2014. Hundreds of items were donated and the League made \$5,000 in four hours. She reminded that everyone could do something about poverty. She also attended a Board meeting of the Friends of the PAC earlier in the day. She was concerned about the future of the Performing Arts Center (PAC), which needs a lot of support. Music can be forgotten as an art form and the PAC offers wonderful performances.

Item 3(e): Mayor Van Dusen reported that the community would not be what it is without volunteers. He asked the following volunteers to stand for a round of applause: Dulcye Taylor, President of the Astoria Downtown Historic District Association (ADHDA), Sean Fitzpatrick and Peter Gimre, Planning Commission, Paul Tutor, Design Review Committee, and Kathleen Sullivan, Budget Review Committee. He then turned his report over to City Manager Benoit, noting that this is his final meeting as he would be taking a job in Piedmont, California.

City Manager Benoit stated that he has been with the City for 26 years, as Community Development Director for 17 years and the last nine years as City Manager. He has attended about 800 City Council meetings and

countless Planning Commission meetings. Every minute has been a pleasure, including this meeting. Through the years, the citizens of Astoria have cared and spoken out. This has made job fun, interesting, and fulfilling. When people participate, the City comes to good conclusions and gets things done. While this is last meeting as a City employee, he plans to attend future meetings as a member of the audience, as he will not be selling his house.

Mayor Van Dusen said City Manager Benoit has done an excellent job and has left the City in good hands. Astoria has an excellent Staff. He thanked City Manager Benoit and called for a round of applause.

CHANGES TO AGENDA: There were no changes to the Agenda. Mayor Van Dusen noted that Shel Cantor previously submitted a list of questions, which would be addressed at the end of the meeting.

PRESENTATIONS:

Item 5(a): 1st and Commercial Street Landslide Status Report

Residents from the neighborhood near the 1st and Commercial Street landslide made a PowerPoint presentation to City Council.

David Lee Myers, 120 Commercial Street, Astoria, stated that residents in the area have had problems with road conditions subsequent to the 2007 landslide. He understood that fixing up the area was a project that was on the back burner for quite some time, but it seems that the City has forgotten about the project. He wanted to bring attention to the area and build some momentum for the project. He thanked City Council for hearing the presentation. He describing major issues in the area and displayed photographs of the problems with these key comments:

- Drivers ignore the sign about not taking the Commercial Street. The Public Works Department suggested using different language that might reduce the amount of traffic in the area.
- Turning around is difficult because the landslide created a hump in the road about 1-foot high, and street space is minimal. Drivers will use driveways to turn around and several residents have had moderate damage to their vehicles and driveways.
- Some drivers will go clear to the end of the street where there is very limited space. Large truck must back down two blocks to 3rd Street to turn around. Western Oregon Waste (WOW) / Recology sends a variety of trucks into the area, but the smaller truck still backs down to 3rd Street. Recology's trucks also back down the street. Recycling trucks cannot get to the end of the street.
- The house at 112 Commercial Street has poor access to their driveway from the street.
- Land that slumped down from the hill and underneath the asphalt now redirects the drainage of water, which is problematic. Water used to drain into a storm drain and the sewer but they were disabled and taken out of service by the landslide. The storm drain was also blocked off. Water now sits on the ground at the edge of the asphalt, between the driveway and sidewalk, creating what the neighbors refer to as Myers Lake, which extends all the way across the street. The water drains into the ground at the edge of the asphalt adjacent the driveway and sidewalk. He was concerned the water would lubricate the rock underpinnings of the houses at 112 and 120 Commercial Street. Prior to the landslide and bulge in the street, water used to drain west into a storm drain, sparing the houses of such hazard.
- A nearby slide was treated promptly and thoroughly.
- From what is now the end of Commercial Street, an informal path replaced the former West Commercial Street. Public Works would like to make a formal, safe path and has made at least one unsuccessful grant application for the project. It would be nice to have the path replaced with a pedestrian bridge or gangplank. Partying occurs in the woods and transients live along the path in the summer. Police visit the area several times a week to monitor the area, as behaviors are usually a bit unacceptable. Having a more open area would be comforting.

Councilor LaMear said she had spoken with Mr. and Mrs. Myers, adding the area is more graphic than the photographs reveal and something definitely needs to be done. She believed Public Works Director Cook and City Engineer Harrington had some solutions in mind after visiting the site. Mr. Myers said the issue was making this project a priority so that the solutions could be implemented.

Sue Spivey, 112 Commercial Street, Astoria, said that she must creatively drive around barricades to back in to her driveway or the lawn on the other side of the house. She became concerned after seeing fire trucks and

Medix vehicles drive up the road to discover they had taken a wrong turn. This indicates that either the maps or Google has not been updated. Precious time is lost when trying to save a life, put out a fire, or respond to a medical emergency. She was also concerned about service vehicles, like Bigby Tree Service. Barricades go all the way up the hill as the bulge gets bigger and there is a new forest of Alder trees growing up through the asphalt. The trees, which are large and unstable, lift the asphalt as they grow. She would love to see something done. She loves her property and her view and would love to see people have access to the area on paths, as the area is a conduit down to Hume Street and the market.

Linda Orr, 124 Commercial Street, Astoria, indicated her house was the third house from the edge. She recalled that after the slide, the City corresponded with area residents quite a bit to keep them informed. She and residents on the north of Duane Street were asked to prevent their downspouts from draining onto the hillside. Several property owners now have hoses that drain the water on to a hard surface and property owners on Commercial Street redirected their downspouts, but this water has no place to go. She believed there were serious problems on Bond and Duane Streets and appreciates the work done on Bond Street. While she had no major complaints, the neighborhood does feel like the area has been neglected for a while. The neighborhood now has an above ground sewer, which cuts through her backyard. She appreciates that there was a solution, but only supports the above ground sewer as a temporary solution.

Bruce Lower, 140 Duane, Astoria, said it has been seven years since the slide and he has many concerns. Many people came to see him when the landslide first occurred and he has not had many visitors since then. He would like to see City Council and Staff meet with the neighbors more often to discuss the issues. Many problems in the area need to be looked at and addressed. He hoped to see more action.

Bob Gohl, 154 Commercial Street, Astoria, said he has lived in his home for more than 20 years. He described the process that occurred when the water and sewer lines were moved from the south side to the north side of the street, noting that the new hole was not filled clear to the top not the soil compacted. He told the contractors that the hole needed to be filled correctly or it would cause drainage problems and he was told not to worry about it. The contractors began working on 1st Street in November and December of that year, which was a bad time to be working. The sewer and water lines on Duane Street broke, causing the landslide that has sat there. He has been pretty patient. He demonstrated the size of the cracks in the street by using his phone. The street used to contain two layers of asphalt on top and a large layer of concrete. The concrete was very stable as it contained a lot of rock. This concrete was removed and the water travels along the path of least resistance. He would like to see 1st Street go through for safety reasons. Fire trucks and ambulances cannot get up to the hill. About six months ago, a large moving van attempted to get through to West Duane because the driver's global positioning system (GPS) directed him to take that route. The truck had to be backed down to 3rd Street and rerouted all the way around and up to Duane Street. Many times during, visitors looking for famous houses in town end up in the area. A French drain was installed about two feet under the ground on the south side of the street, which was pinched by pressure from above on the hill. Water comes up creating a puddle that is 12 to 14 feet deep and 20 feet across. All the utilities in the area have been shut off, so he did not understand why the French drain could not be torn out and the entire area repaired. He suggested hiring contractors that build logging roads to do the work with real rock and compacted soil to withstand heavy trucks. When the French drain was built, contractors used 10-yard dump trucks, which was a tremendous waste on the city streets. He has been livid about these issues for a long time. The necessary technology exists and he cautioned against over thinking the solutions. He hoped the neighborhood would get a response, adding he would like to see the cracks in front of his house filled, something done about the French drain and the bubble, and repairs to 1st Street that would allow access to Duane Street and west to Exchange Street.

Mayor Van Dusen verified that Mr. Gohl's comments about the large trucks were in reference to the City's work on water and sewer lines.

Mr. Myers noted other concerns expressed by area citizens. Wade Gustafson, who lives at 136 Commercial Street, took him out into the street to demonstrate how slurry wells up in the cracks of the road just by stepping on the road. The street sweeper never goes through to the end of the street. Mr. and Mrs. Spivey have been instructed not to drive or put weight on the manhole cover near the entrance of their driveway because it could collapse.

Mayor Van Dusen asked if Council had any questions or comments.

Councilor Warr thanked the residents for the way they approached the issue; the civility was refreshing. Mr. Myers thanked City Council for receiving their presentation, adding the neighborhood is not mad at the City, but just wants some action; they appreciate all that the City does accomplish.

Councilor Mellin thanked Mr. Myers for answering questions. She planned to drive to the area to see what the neighborhood looked like after the slide but she was confused about how to get there.

City Manager Benoit stated the property owners have been very patient, their concerns are legitimate, and their requests are reasonable. Director Cook and Engineer Harrington met with residents in the neighborhood the last week and this morning in anticipation of this presentation. The City does have short-term and long-term improvements in mind to address the ponding water, the hump, and improving the pedestrian trail. He said the City has been distracted with large Public Works projects and this neighborhood has been neglected, but the City will focus on these issues.

Mr. Myers said the neighborhood did not expect to resolve any of the issues at this meeting, but hoped that the neighborhood could continue to be involved, communicate, and find a solution that would work.

Director Cook said he has seen photographs taken of the site when the water and sewer lines were moved to the opposite side of the street. A bucket and dragline was used to haul material up the hill from Bond Street so it could be redistributed on top of the hill. He has been working with Director Estes to expand the Astor West Urban Renewal District as a possible source of funding for this work. Funding has been the problem. The City applied for a \$114,000 grant from the Oregon Department of Transportation (ODOT) to clean up the area and create a trail, but the application was denied because there were too many other projects competing for the funds. The City is struggling to secure funding for larger projects, but the smaller projects can be completed.

Mr. Myers confirmed two trails were proposed in the grant application, one from West Commercial and one up 1st Street to Duane Streets. Both trails were a good idea.

Mayor Van Dusen asked if the grant would have funded the walking path and open Commercial Street. Director Cook replied opening Commercial would cost considerably more. City Manager Benoit added the grant would have funded just a pedestrian path. Mayor Van Dusen asked what options the City plans to consider. City Manager Benoit stated that Engineering and Public Works Staff will meet with the neighbors and plan the work. Small things can be done quickly. The City applied for the ODOT grant several years ago. ODOT requires grant recipients to meet all ADA accessibility regulations, which drives a very expensive project. He believed the City could improve the pathway, make it more accessible and clean up the area at a lower cost. Large improvements that are accessible to people of all abilities takes more money. The City does have some sources of funding for some short term improvements.

Councilor LaMear believed getting the road repaired was more important than the pedestrian path. City Manager Benoit noted Staff met earlier in the day to discuss immediately addressing the drainage issues and the signage for the dead end street.

Mr. Myers assumed the City could force the service vehicles from out of town to clean up their act, but anything that could be done to encourage it would be valuable. He appreciated that others mentioned it. The problem is primarily with out of town service vehicles.

Mayor Van Dusen agreed with Ms. Orr's comments about the downspouts and drainage. He did not believe these issues have had the priority they should, and added the City will do better.

CONSENT CALENDAR:

The following items were presented on the Consent Calendar:

- 6(a) Boards and Commission Minutes
 - (1) Library Board Meeting of 12/10/13
 - (2) Parks Board Meeting of 12/11/13
- 6(b) **Request for Authorization to Submit Certified Local Government Grant (Community Development)**
- 6(c) Receipt of Grant to Support Community Wellness Challenge (Parks)

- 6(d) Resolution regarding Community Development Block Grant Section 3 Plan Adoption and Designation of Coordinator (Community Development)
- 6(e) Policy of Nondiscrimination on the Basis of Handicap Status Background (Community Development)

Councilor Herzig requested Item 6(b): Request for Authorization to Submit Certified Local Government Grant be removed for further discussion.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin, to approve Items 6(a), (c), (d) and (e) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 6(b): Request for Authorization to Submit Certified Local Government Grant (Community Development)

Councilor Herzig explained that this grant would provide funds to residential and commercial property owners who would like to restore portions of their properties that have been modified over the years. He asked how property owners could find out more information about the grant. City Manager Benoit said Astoria has received similar grants in the past, which are generally advertised broadly through the ADHDA and advertisements in the newspaper. The properties must be historic. Director Estes added that the City has used tools, such as radio, newspaper ads, and making connections with the Lower Columbia Preservation Society, Clatsop County Historical Society, and ADHDA. Councilor Herzig said this seems like a good program and he was concerned that property owners would not know there were matching funds available. He was glad that word was getting out about the program.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Mellin, to approve Items 6(b) of the Consent Calendar. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

REGULAR AGENDA ITEMS

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

The first reading of this ordinance was held at the January 21, 2014 City Council meeting. This ordinance implements "global" re adoption of various Oregon Revised Statutes that appear throughout the Astoria City Code. It is recommended that Council conduct the second reading and adopt this ordinance.

City Manager Benoit explained that many of the City's codes reference Oregon Statutes by number. The Legislature changes these statutes periodically, so Astoria globally adopts all of the changes on an annual basis to keep the City code up to date.

Parks Director Cosby conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin to adopt the ordinance re adopting certain state statutes to reflect changes made by the Oregon Legislature. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.

Item 7(b): Intergovernmental Agreement with Clatsop County for 2014 Building Code and Inspection Services (Community Development)

In the past, Council approved a contract with Jim Brien, Combined Inspection Services, Inc., for plumbing inspections as well as vacation and emergency coverage for the Building Official. Mr. Brien will no longer be providing this service on a full-time basis. Therefore, the City needs to contract with another entity to provide coverage for times when the Astoria Building Code Official is away from the office, such as vacation, sick leave, training, etc., and for commercial plumbing review/inspections that Astoria's Building Code Official is not certified to perform.

The City of Astoria and City of Warrenton have jointly negotiated an agreement with Clatsop County for assistance with the plumbing inspection program. The attached draft agreement identifies that Clatsop County would conduct all plumbing review/inspections that Astoria's Building Code Official is unable to perform.

In addition, the draft agreement identifies that Clatsop County would assist the City of Astoria on an as-needed basis for services to cover for vacation, sick leave, training, etc., and the City would in turn assist the County on an as needed basis for similar services.

It is recommended that Council approve the attached Agreement with Clatsop County to provide a Plumbing Inspector for plumbing review/inspection and associated services and to share in Building Official coverage for vacation, sick leave, and emergency situations.

City Council Action: Motion made by Councilor Warr, seconded by Councilor LaMear to adopt the Intergovernmental Agreement with Clatsop for 2014 Building Code and Inspection Services. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(c): Water Source Operator House Improvements (Public Works)

The City of Astoria's water treatment facility is located within the watershed approximately 12 miles east of Astoria. The City has owned and maintained the Water Source Operator's residence since being built in 1914. The house is in need of remodeling in order for it to provide safe and livable services for another 100 years. The house is not insulated, the wiring is substandard, and much of the plumbing is original. The heating system is an inefficient oil furnace that requires a special containment system.

The essential purpose of the Water Source Operator living adjacent to the water treatment facility is to provide an immediate response to any alarms associated with the safety of the City's water supply. In addition, the Operator's presence provides critical onsite security for the overall watershed.

Funds for this project are available in the Public Works Improvement Fund. It is recommended City Council authorize an expenditure of \$48,001 from the Public Works Improvement Fund for the renovation of the Water Source Operator's residence, as noted above.

Councilor LaMear said she has been in the area and knows the house needs many improvements.

Councilor Mellin agreed, noting the Water Source Operator is there all day and all night, and needs better living conditions.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Mellin to authorize an expenditure of \$48,001 from the Public Works Improvement Fund for the renovation of the Water Source Operator's residence. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Item 7(d): Authorization to Award 18th Street Storm Drain Repair Project (Public Works)

In early December 2013, a sinkhole developed at the intersection of 18th and Exchange Street. After inspection it was discovered that several portions of a 30" diameter storm drain had collapsed. Staff immediately implemented measures to protect traffic temporarily while a permanent repair solution was developed. Staff used the informal Request for Quotes (RFQ) process and received the following responses:

Contractor	Method	Total Quote Complete Repair	Total Quote Spot Repair
TFT Construction Inc.	Trench	\$ 88,473.00	N/A
K & R Plumbing Construction	Pipe Burst	\$123,740.00	N/A
Lovett, Inc.	Pipe Burst	\$142,475.79	N/A
Pipe Experts, LLC.	Slip Line	\$164,500.00	N/A
Wildish Standard Paving Co.	Trench	\$172,750.00	\$195,300.00

After careful consideration and review, Lovett's repair proposal was chosen as the approach that provides the best benefit to the public. Lovett's approach best addresses the project challenges and will provide the greatest benefit to the City during and after construction. City Staff requested that the repair pipe size be increased from 18 inch, as proposed, to 24-inch diameter to more closely match the original pipe size and reduce the potential for voids associated with the repair approach. The resulting contract amount increases to \$159,776.75.

While both TFT and K & R Plumbing provided good proposals and competitive costs, Staff believes that the risks associated with their proposed impacts to Exchange Street and the critical water main crossing are too great and do not justify the lower cost. It is recommended that City Council authorize Staff to award a construction contract to Lovett, Inc. in the amount of \$159,776.75 for the 18th Street Storm Drain Repair Project. Funds for the project are available in the Public Works Improvement Fund.

City Manager Benoit presented the Staff report, reviewing the challenges the project proposed, contractors' quotes and the repair methodology proposed by Lovett's, Inc. He explained that after meeting with Lovett, the City requested a quote for a larger, 24-inch pipe to ensure the City has the capacity to take storm water that may come from future the hospital redevelopment and other yet unplanned development.

Public Works Director Cook explained that pipe bursting involves a large diameter bullet shaped head that is fitted on to the new pipe, which is connected to a cable that was previously run through the collapsed section to the downstream manhole. A truck, with six or seven tons of pull, will pull the bullet head into the collapsed section while an air compressor on the bullet head acts as a jack hammer to burst the old pipe.

Mayor Van Dusen noted the same technology was used on 9th Street. Today, pipe is made of high-density polyethylene (HDP), which can bend to turn corners. Director Cook confirmed that HDP pipe will be used. The pipe is delivered in sections on an 18-wheel flat bed truck. The sections are fused into longer lengths until it reaches from one manhole to the other.

Councilor Herzig was concerned because each time the City undertakes an underground project, issues arise that delay projects and raise costs. Contractors ask the City to pay the increased costs to cover unexpected events. After reading through the contract, he was unable to determine if the contractor had insurance that would pay for unexpected issues. Director Cook replied that contractors bid work based on what they know. Contractors come across unknown situations; had those situations been known, the contractors would have bid higher. Contractors do not have insurance to cover the unforeseen. The City ensures that change order requests are fully justified.

Councilor Herzig said that based on previous experiences, the City can count on finding something that no one knew about. He hoped this would not happen and thanked Director Cook for the information.

Mayor Van Dusen noted that those streets used to be the river. When the town burned down, debris fell and was filled in. Councilor Herzig is correct that many things are found underground. He hoped this project would be different.

City Council Action: Motion made by Councilor LaMear, seconded by Councilor Warr to authorize Staff to award a construction contract to Lovett, Inc. in the amount of \$159,776.75 for the 18th Street Storm Drain Repair Project. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS

Item 8(a): City Council FY 2014-15 Goal Setting Session

The City Council's FY 2014-15 Goal setting session will be held on Friday, February 7, 2014, at the Columbia River Maritime Museum Board Room beginning at 8:00 a.m.

Shell Cantor, 1189 Jerome, Astoria, read his previously submitted questions with additional comments and responses by City Manager Benoit as follows:

- In addition to the first batch of 35 city-owned vacant properties already designated as excess, has City Staff selected lots from among the total of approximately 1,300 City-owned vacant properties that the City Council might also consider designating as excess in the future?
 - City Manager Benoit clarified that the properties on the list of 1,300 City-owned properties are not all vacant. The list includes parks, large tracts of land beyond the Urban Growth Boundaries, and properties like City Hall, the Aquatics Center and police station. No other properties have been selected for designation as excess beyond the original 37. Staff reduced the inclusive list of 1,300 down to about 450 properties, which was a very rough draft grouping based on broad filters. Staff then developed and selected a package of 37 properties to present to City Council. No work has been done to consider more properties. If City Council directs Staff to continue the program, Staff would analyze the remaining properties on the list of 450 properties. There is no continuous pipeline of properties.
- Could the list of 450 properties be made available on the website?
 - The list could be made available; however, the list is a very rough draft and he would not want to imply that properties on the list are excess and available for sale. The list is a starting point from which to do further analysis. City Council would need to direct Staff to publish this list because posting the list without all the appropriate caveats will create 100 more questions, but it is public information.
- Public information is a wonderful thing to make available to the public. He explained he has been referring to 35 properties because the list he saw started numbering the properties at number 3.
- Could an update be provided on the status of adjacent neighbor bidding on the first batch of 30-some excess properties? Have all of the 30-some excess properties now completed the four-week window during which only adjacent neighbors are permitted to offer bids?
 - The four weeks has passed. Eight of the properties have been sold, seven of which were vacant parcels sold to adjacent properties and one property was a single-family home on the South Slope. Interest in eight of the remaining properties has been expressed by adjacent property owners, but only one offer has been submitted.
- What is the deadline for submitting an offer on the properties with expressed interest?
 - Staff has not been using this approach. Area Properties will likely contact those who expressed interest to find out if they would like to make an offer, which would likely happen before opening it up for other bids.
- What process will be used for excess properties not sold to adjacent neighbors? He understood these properties would be made available for a "general listing" as stated in the PowerPoint slides on the City website. He presumed this meant posting on the multiple listing service (MLS) with Area Properties as the listing agent. Will City Council need to authorize the posting of each property on the MLS or is Staff already authorized to list the properties?
 - The process, which was adopted by City Council, described at previous City Council meetings and also posted on the website, has not changed. City Council approved to designate 35 parcels as excess and offer them for sale. Adjacent property owners were offered first right of refusal. No properties have been listed on the MLS yet, as the first right of refusal period is flexible. Unless directed otherwise by City Council, the properties can be listed on the MLS. Area Properties would market the properties the same as a homeowner selling his home. Staff is authorized to list the properties on the MLS at any time.
- Will the MLS listings have an expiration date?
 - The City has contracted with Area Properties who would advise the City should a property fail to sell. Mr. Cantor understood a six-month contract is typically signed, which can be renewed, or the property owner can hire another real estate agent or take the property off of the MLS.
- Will the asking prices posted on the MLS be the same as previously presented to adjacent neighbors?
 - Yes. The City relies on Area Properties to do the comparable analysis and recommend pricing. The property descriptions will not change. Mr. Cantor noted the only time the public has seen prices has been upon the announcement of a public hearing for the sale of the property.
- Is it possible for the public to get more information about the properties, like the description, price, and what the MLS posting would look like?
 - The public already has access to the 35 property descriptions and these will not change. The MLS would include an abbreviated version of these descriptions. The property descriptions were included in a previous City Council agenda. Staff was not sure if the prices were included, but Area Properties has that information. If the price is not available, the City can get the information. Letters sent to adjacent property owners included prices.
- Will Astoria residents be permitted the opportunity to offer input regarding the MLS posts, including the asking prices, prior to the properties being posted to the MLS?

- City Council's previous direction was to approve the sale of 35 excess properties, which have been described for the public and could be placed on the MLS. City Council could modify the process, but Staff would use the current descriptions for the MLS.
- If a full price bid were to be received on an excess property posted on the MLS, what would be the consequences if City Council voted against accepting the bid or to add a new restriction on the sale after the bid was received, for example prohibiting clear cutting?
 - There would be no consequences. The purpose of the public hearing is to allow City Council the option to sell the property with or without conditions or refrain from selling the property. Per the City's contract with Area Properties, the City would not be required to pay the 6 percent commission if the Council opposed the sale of a property.
- Are there any legal ramifications of turning down a full priced bid on a property listed on the MLS?
 - City Attorney Henningsgaard stated he has never seen the listing agreements. City Manager Benoit said Staff would confirm, but he was confident the City is paying 6 percent on properties that are sold, not offered.

Robert Adams, 538 Kensington, Astoria, stated that 20 years ago, his father, and subsequently, his sister have spoken to City Council along with many other concerned citizens to urge Astoria to think through and formalize a respectful policy towards trees on city-owned land. He has little hope that anything he says would change things; however, this issue will not go away; it is too fundamental and cannot be swept under the rug. Everyone in the room has a conscience and people are increasingly aware of the fact that trees are not entirely owned by Astoria. Trees relate to lives that people care about and Genesis directs people to attend to all of those lives. The practical implications of poor stewardship are disastrous in the long run. Clear cutting of the watershed in Rockaway Beach has damaged a relatively new filtration system and poisoned the water with herbicide. Tokyo, Japan's tree policy is simply to save living trees. As he has watched Astoria's behavior for 20 or 30 years, he has noted some occasional gestures in that direction. However, historically, Astoria's attitude has been to sell standing trees. He urged Astoria to do better.

Doris Queener, 4940 Cedar Street, Apt. 2A, Astoria, said she spoke at the last City Council meeting about the process of selling excess properties. She distributed copies of a 19-page petition to the Council and noted that the petition included 163 signatures. Ms. Queener read the petition into the record as follows:

"We, the undersigned citizens of Astoria and surrounding areas, petition the City Council of Astoria to cease immediately any further marketing or sale of so-called 'excess' city properties, and to schedule as soon as possible a public meeting, in town hall format and in a space large enough to accommodate all who might wish to attend, to hear and address our questions and concerns relating to this issue.

Specifically, we have the following concerns at this time. Other concerns may become apparent during the town hall meeting process:

1. The lack of transparency and coherence in the process the city has used to institute the land sales.
2. The reduction of open land for recreation, bird and other animal habitat that these sales will create. Once these lands are sold, they are lost forever as public assets belonging to the citizens of Astoria.
3. The loss of trees and other vegetation that provide stability and reduce the danger of landslides on the steep hillsides that much of the public lands for sale are located on.
4. The fiduciary irresponsibility of selling public lands at below-market prices at a time of historically low demand for vacant land.
5. The cavalier approach demonstrated by the city council to citizens' concerns about the process and substance of these public land sales.
6. The apparent lack of concern about the impact sale of lands abutting the watershed will have on water quality and on vital wetlands.

7. The sheer number of public properties for sale with no timeline of how many properties can be sold within a given period of time.
8. The large size of some of the public properties, with apparently no restrictions on what type of development can be allowed on these properties.
9. The lack of any protection for trees, regardless of size and age.
10. The claim by the city manager that 'there are plenty of public parks in Astoria' when our research suggests this is not the case, and the claim by the council that public lands are 'too expensive' to maintain, when, in fact, most receive little or no maintenance at all."

Ms. Queener asked if City Council had a response or a timeline for a response at this time.

Councilor LaMear believed it would be appropriate to discuss whether to continue the sale of excess properties during the City Council goal setting session. City Council needs to discuss the best approach for the City. From the very beginning, her goal was to sell small bits of property that would add buffers to adjacent property owners and that these properties would not be purchased by anyone other than adjacent property owners because no one else would be interested. These sales are good for the City for three reasons: they bring some money from sales of the properties even though the amounts are not much; they will bring in property taxes after being sold; and they free the City from maintenance and liability. She was concerned about stopping this process when negotiations were ongoing with someone who has submitted a legitimate contract.

Ms. Queener said she was part of a group that was concerned and wants a broader discussion. She recalled how Staff responded to Mr. Cantor's questions earlier in the meeting, noting that this is an evolving situation. She asked City Council to decide if they are going to respond to their request for a town hall meeting.

Mayor Van Dusen said that City Council could not respond immediately, but would respond at the next meeting. He could justify the process of the land sales, but Astoria is not his town. Astoria belongs to the entire community and the City has not done a good job. The perception was that the City was not transparent, which was a mistake. He believed the City was being transparent, but if the public did not agree, then the City has erred. He asked Ms. Queener to give City Council the chance to discuss the issue at the goal setting session. He agreed with Councilor LaMear about ongoing negotiations, but added that he was in favor of ending the program.

Ms. Queener appreciated that City Council had heard the concerns, adding this issue has raised citizen involvement in city government, which is important.

Mayor Van Dusen did not believe any of the Councilors took the concerns personally. There is nothing wrong with saying that the City did not handle this well.

Councilor Mellin thanked Robert Adams for speaking about the trees, which are very important to her as well. She noted that Howard Bruner had said years ago that cutting trees would make Astoria look like Kodiak, Alaska. Kodiak ruined their views when they cut their trees. She added that she did not believe the petition would be ignored during the goal setting session.

Nancy Ross, 4940 Cedar Street, Astoria, thanked City Council for allowing her to speak and said every citizen should take advantage of the opportunity. She believed City Council is obligated as elected officials to listen to the people who speak, but Council must also sort through facts, reality, and relevancy. She does not believe the City's decision to sell properties was done in any willy-nilly way. She believes the selling prices were thought out. However, objections that may or may not be accurate were being considered with such thought that an offer could be denied. Her neighbor's offer was rejected at the last City Council meeting when people objected to the sale of a property. Forty nine percent of this property is in a flood plain, but it was presented as fact and accepted that this was a buildable lot. Flood plain information is available to anyone. The City would be lucky to have property taxes paid on that lot and she would be lucky to have lower bills or better services. This lot could not be developed without great efforts. She is concerned that the process of selling properties has become encumbered by falsehoods and misinformation. People had significant time to submit bids and these properties are not in high demand. She believed people who have purchased lots will do good things with them. She has

reviewed all of the meeting minutes and everyone who purchased property said they would do something personal with it. To those who object on the basis that the public does not know what buyers will do with the properties, the City has zoning that dictates what can be done with properties. If the City has done something wrong, then a sale should be reversed or retracted, but she did not believe this was the case. She believed the City should hold firm because a lot of thought and preparation has been put into this project. She does not believe the City should always be held hostage to the party of no.

Mayor Van Dusen understood that citizens believe the process has moved forward without enough public input and they do not like the process. He has not heard comments that the City made an error selling property to a neighbor. Ms. Ross said she heard people suggest that properties were priced inappropriately or that no consideration was given regarding the properties were for sale. She noted that Councilor Herzig nodded in agreement. There has been criticism, which she would not defend; she believes the City has put some thought into the process and that the City should move forward.

Miriam Hurley, Astoria, said a city is made up of people who live in a house and children playing in a backyard. Ownership of a lot of property does not make a city. Cities are made when people are encouraged to have a home and enlarge it if possible. She could not understand why people were not just saying thank you. She thanked the City because she understood that the City is trying to make Astoria a place for people with children who want a house and a yard, which is the most important thing. It is not important that City Council has a lot of property.

Tom Duncan, 511 Jerome, Astoria, said he signed on FANA Friends of Astoria's Natural Places. The citizens were being treated like they are being disruptive, but he believed some of the questions being asked were legitimate. No one in the FANA group has argued about properties that are adjacent to two property owners where there is a clear need for resolving long-standing issues. It does not appear that the forest and open space that make Astoria so attractive are in the deliberations about what to do with so-called surplus property. He was not trying to second-guess City Council's authority and he appreciated that City Council was listening to the citizens, even though they were not legally obligated to do so. Nor was he suggesting that every decision about the properties be made by the will of the people. He sought a clear understanding of City Council's vision about the properties. The group of properties is diverse in size, ranging from a few tenths of an acre to 47 acres. Initially, the public was told that the large number of properties, acquired by the City over many decades through various means, was not on the tax roll and cost money to maintain. The process to sell the properties, which was presumably developed through considerable forethought, was to make the City more efficient in saving money. However, unlike surplus office furniture, more land cannot be created. If the City of Astoria makes poor decisions about land use, the decisions cannot be redone. None of the City Council meeting minutes indicated how land was defined as surplus or how the properties to be sold were selected. Immediately upon selecting the 35 properties and initiating the process, there was opposition. City Council arbitrarily removed some of the properties from the list and refused to accept an offer on one of the properties on the grounds that the offer was inadequate. It is unclear if a counter-offer can be made or if the property will be sold on the MLS. The entire process is opaque, arbitrary, inconsistent, and secret to the point that citizens must speculate that something underhanded is occurring. He hoped that Councilors and their friends were not "on the take." The process has not been thought through very well. FANA is requesting a town hall style meeting so City Council can develop a process for identifying City property that is not and never will be used for the City, and a process for giving fair hearing to all the competing uses for the surplus. There is no law directing how this should be done, but Astoria can do it. It seemed the City was being pressured to dispose of these properties quickly, but where that pressure was coming from was uncertain. If that pressure exists, they better get the process started soon.

Sean Fitzpatrick, 1046 Grand Avenue, Astoria, said he is glad to see so many people at the meeting. In the past, only a few citizens would attend City Council meetings, and now, many people have become involved in this process. Virtually everything that has been questioned was discussed at earlier City Council meetings which had few attendees. One problem is that people are trying to get their information from City Council minutes instead of actually attending the meetings to find out what is going on. He did not believe City Council was responsible for the fact that citizens are not informed. His experience in real estate has allowed him to understand the dynamics of what is going on. He understood that people without real estate experience would have a different perspective. The group that has issues with the land sales needs to articulate their real concerns, which he believes includes the trees. People need to talk about their concerns with a particular parcel. He did not understand why the group could not articulate their concerns. He disagreed with those who opposed the entire process in an effort to protect one property with trees. People are making statements that are not true. He

recalled statements claiming that unbuildable lots are buildable. The group in opposition should not be protesting every sale that has come before City Council without concerns about the individual properties. He understood that Astoria's 10,000 residents are paying the costs associated with a sewer and water system that has the capacity to serve 25,000 people. He never believed it was the City's intention to fit 15,000 people on to 30-some lots, some of which are on cliffs and in flood plains. He does not believe the City has done anything wrong. He does not have any issues with the way this matter has been handled. However, he did not understand why City Council voted against selling the property presented at the January 21, 2014 City Council meeting. The group with the issues is responsible for clearly stating their concerns. If they are concerned with trees, they should spend their time on that concern rather than trying to stop sales that have nothing to do with their concerns.

Councilor Herzig asked for clarification, as he understood the City had been selling the lots as buildable and was not selling any lots known to be unbuildable. City Manager Benoit replied that on lots with steep slopes, extraordinary engineering may allow for development. The asking prices reflect problems associated with the lots. The Robert Jacob parcel is a very steep, forested area. While extraordinary engineering and a lot of money could result in something being built on that parcel, it was not considered buildable in the traditional sense and was priced accordingly. Councilor Herzig noted that potential buyers are being asked at public hearings if they intend to build on the lots. He was concerned about the implications that the public is declaring these lands to be buildable, while the City has been promoting them as unbuildable. He believed the understanding was that the City was selling lots that could be built upon, even though in one case, significant geotechnical engineering would be required. The City is presenting these lots as buildable, so this is not a lie being perpetrated by the public.

Mike Cahill, 4908 Cedar, Astoria, said he made the offer on the property that was 95 percent flood plain. When he purchased his home, his backyard was overgrown. There was small building in the middle of the lot, which was filled with beer cans, a mattress, and a blanket. He removed all of this because he believed it posed a danger and inconvenience to the community. In July 2013, he received a gardening permit to hire a tree service and clean up the area. He and his wife spent about \$1,600 and 40 to 40 hours of labor on the project. He believed he has shown, through the reconstruction of his home and remodel of the city lot, that he has done much to make the community a better place. His offer to purchase the lot was rejected at the January 21, 2014 City Council meeting, which he believed was a result of public comment during that meeting. He has received accolades from between 10 and 20 neighbors about how he has improved the neighborhood. He has retired in Astoria and intends to live in Astoria for the rest of his life. It is his intention to be a good citizen and he believes that what he has done to his home and the city lot is an example of what he can do to make the community look better. He has no intention of building a condominium. He has about \$60 worth of wildflower seeds, plants and bushes that may have to go back. He would like the opportunity to purchase the property and will do or say anything he can to demonstrate that he is a good citizen that deserves to have the property. He hoped the City would give him the opportunity to negotiate an acceptable offer. He believed his original offer was reasonable based on the fact that his insurance company refused to insure any development on the lot, as it was considered unbuildable.

Sue Skinner, 511 Jerome, Astoria, believed it was appropriate for people to purchase adjacent properties individually or with a neighbor. However, the issue is that large tracts of land are being sold along with the smaller lots. The West Niagara property, which is 5.86 acres, is platted for eight houses. The 16.42-acre property on Leif Erickson Drive is in a slide area and is pretty heavily forested. Adjacent property owners will not buy these larger tracts. She asked why the larger properties were selected for sale. She also asked why Mayor Van Dusen said Astoria needed 25,000 people when he did not mean it. She also wanted to know if anyone else notices how much excess property already exists in Astoria. Many houses, vacant properties, and pieces of land are already for sale. The vacant properties need to be cleaned up. She recalled discussions about cutting trees on some properties, which could result in landslides in certain areas. She appreciated the opportunity to speak. She hoped the City would consider having a meeting to discuss the public's concerns. Contrary to Mr. Fitzpatrick's comments, citizens are not lying about their concerns, but she admitted that some concerns are about the second growth forests and trees that anchor the landslide areas. There are many other concerns. This does not appear to be a transparent process and the citizens wonder why the process is mixed up. She questioned if it was deliberate or an oversight. She asked if City Council was aware that larger properties were interspersed with smaller properties.

Mayor Van Dusen did not recall saying that he believed Astoria needed 25,000 people. He stated that Astoria has the infrastructure necessary to accommodate 25,000 people.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he was probably most responsible for making some citizens feel as if City Council was being accused of having done something wrong. He apologized for getting angry with the Council in the past because his anger made his clouded his message. To clarify, he expects City Council and Staff to meet with the people. Anything less is unacceptable. The town deserves the meeting. Much of his concern is about landslides and drainage. The presentation at the beginning of the meeting graphically demonstrated his concerns. He did not want the sale of City properties to result in expensive litigation. Basic land use restrictions would be simple to implement.

Carol Newman, 44331 Peterson Lane, Astoria, said that when the hill side near Aldridge Point was cut, the entire hill came down and washed the railroad tracks into the river. The tracks were repaired three years later, but the land slid again and buried the tracks. Six months later, the area was cleaned up and the land slid a third time. Currently, a large hump of land still covers the tracks. Some people claim the landslides had nothing to do with the clear cutting; it was a coincidence. This is a good example to consider with regard to tree cutting.

Terry Wilson, 135 Skyline, Astoria, urged City Council to discuss warming shelters at their goal setting session. Portland and the Red Cross have opened their shelters this evening and more cold weather is expected at the end of the week.

City Council recessed at 9:06 p.m. to convene the Executive Session.

EXECUTIVE SESSION

The City Council Executive Session was convened at 9:06 p.m.

Item 9(a): ORS 192.660(2)(a) – Employment of Public Officers, Employees, and Agents

The City Council Executive Session was adjourned at 9:26 p.m. The regular meeting of the City Council reconvened at 9:27 p.m.

Mayor Van Dusen noted that City Council discussed the departure of City Manager Benoit and the appointment of a pro tem City Manager during the Executive Session.

Councilor LaMear believed that because Director Estes has served as acting City Manager in the absence of City Manager Benoit, Director Estes should fill the pro tem position. City Manager Benoit noted that Director Estes' full title is Community Development Director/Assistant City Manager.

Councilor Mellin agreed and added that the City and Council is familiar with Director Estes, he is involved with the community and is a resident of Astoria.

Councilor Herzig stated that he did not want any restrictions preventing a pro tem City Manager from applying for the permanent position.

City Council Action: Motion by Councilor LaMear, seconded by Councilor Warr, to appoint Brett Estes as City Manager Pro Tem. Motion passed unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen. Nays: None.

Mayor Van Dusen called for discussion on the process of hiring a new City Manager.

Councilor Warr did not believe applications should be reviewed by Staff and because the City had no City Manager to review the applications, a third party like the League of Oregon Cities (LOC) should be hired to accept applications and forward selected applications to Staff and City Council for review. City Manager Benoit said that the League of Oregon Cities would charge about \$9,500 for this service.

Councilor Herzig asked if the LOC could be hired after the City began accepting applications. The City may receive a manageable number of applications and hiring outside help may not be necessary. He offered to serve on a sub-committee to review the applications. City Manager Benoit believed the City could hire help after accepting applications, but he would confirm this with the LOC.

Mayor Van Dusen did not want a sub-committee with only two members of City Council. He believed this was the most important decision that City Council makes and all of the Councilors should be involved. He believed the City should simply advertise the position and see what type of response is received. City Council could then review the applications or hire outside help.

Councilor Warr had no objections to the process suggested by Mayor Van Dusen.

Councilor LaMear said that a public hearing could result in a consensus among the citizens. Mayor Van Dusen agreed, and confirmed that City Council did not want to hire a headhunter. Councilor LaMear stated she wanted to nominate an individual for the position.

City Attorney Henningsgaard confirmed that a nomination could be made prior to publishing a job description or holding a public hearing. However, he noted that the public expects a process to be conducted. If the City does not go through the process of advertising the job, there could be a perception that the person hired for the job is inadequate because he was selected without an adequate investigation. The investigation process adds credibility to the person hired and this is an important position with the City. It could be difficult for the person hired to conduct services as City Manager if there is a perception that the person was not the best candidate.

Councilor LaMear said there might be a consensus during a public hearing that people would like to have Director Estes as City Manager. Then, the decision would be a community decision rather than an appointment by City Council.

Mayor Van Dusen recalled the process used to hire City Manager Benoit, which involved a public hearing. None of the applicants were interviewed and the job was offered to one person. He confirmed that City Council could have a public hearing but stop the process at any time.

Councilor Herzig believed it was important to have the public hearing for the credibility of the future City Manager and City Council. The City is getting so much feedback about a lack of transparency and this is the most powerful Staff position. City Council needs to make sure the public feels included in the discussion.

Mayor Van Dusen did not believe the City was receiving feedback about lack of transparency. Councilor Herzig said such feedback was given earlier in the meeting. As soon as City Council feels there is community consensus, Council can stop the process and move forward.

Councilor Mellin was concerned that the majority of the public who spoke earlier in the meeting believed that City Council was up to no good. Meeting attendees represent a small portion of the public and a consensus would only be received by those who chose to attend the public hearing. However, she believed a public hearing was a good idea. She did not believe City Council needed to follow the consensus of those who attend the public hearing.

Councilor LaMear responded the City Council should be responsive to any huge public outcry. Mayor Van Dusen believed that City Council should move forward if all of the Councilors unanimously agreed, even if City Council disagreed with the public consensus.

City Council Action: Motion made by Councilor Warr, seconded by Councilor Mellin, to schedule a public hearing for February 17, 2014. Motion passed unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen. Nays: None.

Councilor Warr said he was not tied to hiring the LOC, but preferred it because he did not want to have to try to make a decision out of a larger number of resumes. He agreed that \$9,500 is a lot of money.

City Council Action: Motion made by Mayor Van Dusen, seconded by Councilor Warr, to advertise the City Manager Position in-house with the caveat that the City hire the League of Oregon Cities to assist if too many applications are received. Motion passed unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen. Nays: None.

Councilor Herzig suggested posting the job description and brochure on the City website so the public can refer to them prior to the public hearing. City Manager Benoit noted the documents are nine years old and should be updated. He would forward the documents tomorrow for the Council to review. Any desired changes to the brochure could be discussed at the goal setting session.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:57 p.m.

ATTEST:

APPROVED:

Finance Director

City Manager

DRAFT

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

December 17, 2013

CALL TO ORDER – ITEM 1:

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

ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Thomas Stanley, and Paul Caruana. Commissioner Mac Burns arrived at 5:23 p.m.

Commissioners Excused: Commissioner Kevin McHone

Staff Present: City Attorney Blair Henningsgaard and Planner Rosemary Johnson. Community Development Director / Assistant City Manager Brett Estes arrived at 5:23 p.m.

APPROVAL OF MINUTES – ITEM 3(a):

President Gunderson called for approval of the minutes.

Commissioner Stanley moved to approve the minutes of October 15, 2013 as noted; seconded by Commissioner Caruana. Motion approved. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Caruana, Osterberg, and Stanley. Nays: None.

PUBLIC HEARINGS:

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

ITEM 4(a):

EX13-07 Exterior Alteration EX13-07 by Ana North to remove a non-original dormer on a rear portion of the south elevation and to remove a historic chimney on an existing single family dwelling at 813 14th Street in the R-3, High Density Residential Zone.

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

President Gunderson declared that she has consulted with the Applicant several times regarding the property management of her home. She was aware that the Applicant was doing interior work and has never discussed any exterior or other work with the Applicant. She believed she could vote impartially on this application.

President Gunderson requested a presentation of the Staff report.

Planner Johnson presented the Staff report and recommended approval with conditions. She noted the original chimney on the house was mentioned in the nomination for the National Historic Register. Therefore, the chimney is considered an important historic feature and must be reconstructed as close as possible to the original design. No correspondence has been received.

Community Development Director / Assistant City Manager Estes and Commissioner Burns arrived at 5:23 p.m.

President Gunderson called for questions of Staff.

Commissioner Osterberg noted the Staff report does not include photos of the house in its current state without the chimney.

President Gunderson asked if pieces of the chimney were kept. Planner Johnson said she did not know and deferred the question to the Applicant.

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

Ana North, 813 14th Street, Astoria, said she was surprised when she received a letter from Planner Johnson stating the house was designated as historic. She was unaware that the roof was leaking when she moved into the house and discovered the leak when she began to do interior work. She decided to get a new roof and did what she thought was right at the time. The roofing contractor told her the house was not historic and she had found a letter that stated the house was not historic. Her neighbor was afraid the chimney would fall through the roof because it was falling apart. She had not looked closely at the chimney and did not know how bad it was, but just wanted to fix the roof. The roof has been fixed and some interior work has been completed. She has applied for permits for the interior work. She was in the process of selling the house because she cannot afford to live there. She believes installing a false chimney will damage the roof by causing leaks. She did not like the idea of reconstructing the chimney. While the chimney is a feature of the house, it is not a major feature because the house is big. If the HLC had a picture of the house as it looks today, they would see that the house is still white and beautiful. While she was working on the house and after the chimney had been removed, a previous resident of the house was so thrilled that she was fixing it up that they never noticed the chimney was gone. She believed the house retained its original beauty. She did not intentionally complete this work without permits or a review and asked for a waiver. She recommended that a form be given to all realtors, similar to the lead-based paint form, to be given to buyers of historic homes. She had paperwork that stated her house was not historic and was unaware that there was a problem. She requested the waiver to avoid the extra expense of reconstructing the chimney, which will probably rot the roof again. She did not want to do anything further to the house.

Commissioner Burns asked what happened to the decorative elements that were on the bottom of the chimney. Ms. North believed part of it was carried away. Part of the elements went inside the house. The chimney was in such rough shape that it did not take long to take it off. She was not paying attention to the roofers as she was inside painting.

President Gunderson called for any presentations by persons in favor of, impartial to or against the application. Hearing none, she called for closing remarks from Staff. There were none.

Commissioner Stanley confirmed that the contractors did not apply for the permits that were required for most of the work. Had they applied for the permits, they would have learned that the house was designated historic. Planner Johnson added that the permits would not have been issued without the historic review. Commissioner Burns noted the Applicant may never have known about the historic designation, but had the contractors done what they were supposed to, the Applicant would not be in this situation. Planner Johnson said the contractor told the Applicant that permits were not required. As soon as Ms. North received the letter from Staff, she responded in person. Planner Johnson believed one of the contractors was licensed. President Gunderson confirmed the contractor was local. Astoria is 200 years old and a majority of the homes are historic. It is a shame that the Applicant was misled.

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

Commissioner Osterberg said the chimney was important because it was specifically noted as part of the National Register designation as a decorative feature on the house and this should not be overlooked. However, he was troubled that the conditions of approval requiring the chimney to be rebuilt as a decorative non-functional feature. The chimney was originally built to be functional. He was concerned that the HLC would require such an expensive project. It is a difficult problem for the Commission to sort through. He disagreed with the Finding that the chimney is of such critical significance to the house. While the chimney is significant, he was unsure how critical it was to the historic designation of the house. He agreed with the Applicant that the house retains virtually all of its character without the chimney. He was unsure of the context in which the chimney was noted in the National Register, but did not want to disregard it either. Planner Johnson elaborated on the chimney as it was

mentioned in the National Register, noting that chimneys are not usually mentioned as a significant feature because they are not of a unique design. The National Register simply defines this chimney as a decorative historic feature on the house and does not state the historic designation is contingent upon the chimney.

Commissioner Caruana stated chimneys were necessary at the time and were embellished with some detail. Had there been an option to build a house without a chimney, the chimneys would not have been decorated. However, the chimney is structural and safety issues can develop when rebuilding. Some of the chimneys shown in the Staff report make a statement. He was trying to consider this matter as if the chimney were still on the house. Storms can blow bricks loose from the crumbling chimneys and cause roof damage or other safety issues. He was unsure of how to handle this issue.

Commissioner Osterberg referred to Criterion 6 on Page 6 of the Staff report, which requires deteriorated architectural features to be repaired, rather than replaced, whenever possible. He did not believe the HLC had enough information to determine if it was possible to repair this chimney. He did not want to speculate, but recalled that the Applicant stated the chimney was in very poor condition. The contractor recommended removal, rather than repair, of the chimney due to its condition.

President Gunderson countered that the contractor knew better. She asked if there was any knowledge of the contractor and roofer having misinformed other Astoria residents.

Planner Johnson stated this contractor has told other residents that permits were not necessary and had to apply for the permits after the work had been completed. The roofer and contractor are one in the same. She noted that some residents hire chimney repair companies and referred to photos of replacement chimneys on Page 7 of the Staff report. The chimneys in the photo are brand new and match the original chimneys.

Commissioner Osterberg agreed that chimneys could be repaired rather than replaced, but questioned whether the condition requiring construction of a new non-functional chimney was proportional to the degree of loss of character done to the home.

Commissioner Stanley appreciated Commissioner Osterberg's comments. He noted that if the HLC takes the position that a project feature can be removed because it is non-functional or expensive to repair, people will just remove what they want and the HLC would have no review. This issue has nothing to do with cost or functionality. He was concerned that the Applicant was misinformed by a licensed contractor, who is expected to act responsibly. The Applicant did what she thought was right.

Commissioner Caruana questioned whether the HLC would require the same condition of other structural features of a house, like a deteriorated foundation with decorative plaques. The chimney has a function, not like a balustrade or an eave. Does it look good to have something new look old or would it be okay to have something new look new, even if it is on an old building? The Commissioners and Staff recalled a similar situation where the owner had replaced a foundation with inappropriate materials. The HLC required the owner to conceal the foundation with a skirting to renew the historic character of the house. Commissioner Stanley noted that had this review occurred prior to removal of the chimney, the HLC would have required the chimney to be repaired and maintained.

Commissioner Burns said he was concerned about setting a precedent. Not that there was ill intent by the Applicant, but if the HLC accepts and approves the change, it could set a precedent that it is okay to forego permits and have the work approved after the fact. President Gunderson added there are professionals in the local community who specialize in historic renovation.

Commissioner Burns questioned whether the HLC would require that the chimney be rebuilt if it were still on the house. The Commission has required the removal of inappropriate features, but should the Commission require the rebuilding of functional features that will no longer be used? Director Estes informed the Commission would not be setting a precedent by saying the chimney does not have to be rebuilt because each case has to be weighed individually and on its merit. The Commission is considering the criteria of this one individual case to decide if the chimney should be rebuilt.

Commissioner Burns said that if someone wanted to remove a chimney simply because she did not like it, he would be opposed. However, he would be unsure about requiring a chimney to be completely rebuilt just to save

the plaques. He was questioning whether the Commission should make someone rebuild a chimney that was in such disrepair.

President Gunderson said her issue is the contractor told the Applicant she did not need permits. Therefore, she did not trust that contractor's opinion that the chimney needed to be removed.

Commissioner Stanley did not agree that functionality is necessary to retain the design of the house. He was concerned about burdening the Applicant.

Commissioner Caruana did not believe the Commission would be setting a precedent. He said he is in favor of leaving the chimney off the house because rebuilding it without the original plaques would not be appropriate.

Commissioner Osterberg stated there is no precedent to be set, but the HLC tries to be consistent while reviewing the individual merits of each application on a case-by-case basis. He agreed the Commission did not need to worry about setting a precedent.

Vice President Dieffenbach said she was perplexed. It is fair to say that this chimney was in poor enough shape that it would have been cost prohibitive to repair. It was a small chimney on a large house and removal of the chimney was not significant to the character of the house. She did not support a new chimney. It makes sense in this situation to accept that the chimney has been torn down, as the Commission is not setting a precedent. The chimney was not significant enough to the house to require that it be rebuilt. Removal of the chimney did not significantly affect the house and it would not be fair to incur a large cost on the owner. She added that it is frustrating to be taken advantage of, but she did not feel the expense was something the Commission could require as a public entity.

President Gunderson said that in her opinion, the chimney was a design feature of the house. Had this application been reviewed prior to the removal of the chimney, she would have wanted the Applicant to do research with the local preservation society and the college to find out if the chimney could be saved. She believed the chimney was a beautiful part of the house and struggled with the decision because she appreciated what the Applicant has gone through. She was unsure if the Applicant had any recourse with the contractor. Planner Johnson explained that the building official can charge a contractor double fees when permits are not received in advance. However, the property owner usually ends up paying the fees. Director Estes added that Code enforcement would have been implemented if the Applicant had not come forward.

President Gunderson understood that the Applicant has taken this issue to heart. She wanted to see the house with the chimney but understood the concerns of the other Commissioners.

The Commissioners and Staff discussed the current look of the house, noting that the only difference is the chimney is no longer on the roof. The house looks great.

Commissioner Stanley said that he would have insisted on some investigation if this application had been reviewed prior to the chimney being removed. He would have preferred the chimney be repaired, but appreciates it when people spend money and time on their historic homes.

Commissioner Burns loved the elements in the chimney, but it has already been removed. The chimney was not functional and the house still looks great. He did not want to burden the homeowner.

Vice President Dieffenbach asked if there was a way to note that the decision was made after the chimney had been removed. Planner Johnson replied the Staff report states in several places that the chimney had already been removed.

Vice President Dieffenbach moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report with changes and approve Exterior Alteration EX13-07 by Ana North. The following changes were made to Findings/Items in the Staff report:

Page 5, Item 2, paragraph 2, should read: ". . . without permits due to the deterioration of the chimney material. Loss of the chimney would not destroy the original historic character of the structure."

Page 6, Item 5, paragraph 3, last sentence should read: "... feature of this house but removal would not destroy the stylistic character of the house as it is not a significant portion of the house."

Page 6, Item 5, paragraph 4, should read: "Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure, or site would be treated with sensitivity with the removal of the chimney. Loss of the chimney would not destroy the overall original historic character of the structure."

Page 6, Item 6, Paragraph 2, last sentence, should read: "... than removed. However, the chimney was deteriorated and not feasible to repair.

Page 7, Item 9, paragraph 2 should read: "... modern heating in the building. Removal of the chimney does not impact the historic character of the building. The chimney is visible from several view points and the historic streetscape and removal does not change the overall character of the site dramatically."

Page 8, Section V, should read: "In balance, the request does meet the applicable review criteria and, the Historic Landmarks Commission approves the request based on the Findings of Fact above with the following conditions:"

Page 7, Section V, Condition 1 is deleted.

Motion seconded by Commissioner Stanley. Motion passed unanimously. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Osterberg, Burns, Stanley, and Caruana; Nays: None.

President Gunderson read the rules of appeal into the record.

ITEM 4(b):

HD13-04 Historic Designation HD13-04 by Larry Miller, Center Manager for the Astoria Senior Center, to designate the Astoria Senior Center existing commercial building as historic at 1111 Exchange Street, in the C-4, Central Commercial Zone. The proposed designation is based on the proposed alterations as submitted with this application.

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

Vice President Dieffenbach declared that she worked on this project before the current architect and designer were hired. There was a chance her company might bid on the project, but she believed she could make an unbiased decision.

President Gunderson requested a presentation of the Staff report.

Planner Johnson presented the Staff report and reminded the Commissioners that this is the first historic designation request the Commission has reviewed under the newly adopted criteria. The Staff report addresses ratings and states how the ratings comply with the criteria. One rating, of 25.5, was received after the Staff report had been written, bringing the average rating to 31.8, which is Adequate. She recommended approval with the conditions listed in the Staff report. No correspondence has been received.

She confirmed that the floor plan shown in the Staff report was the proposed plan, not the existing floor plan. She confirmed that the driveway would not be driven on after the work was completed.

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

Larry Miller, Executive Director, Astoria Senior Center, 92467 Leaf Court Drive, Astoria, encouraged the Commission to approve the request. Many of the seniors lived in Astoria when this building was an automobile dealership and library. As the Senior Center began working with the City on this project, there were concerns

about what would happen to the building. The Senior Center wanted to maintain the building as it used to be many years ago.

Jason Wesolowski, Scott Edwards Architecture, 2525 E. Burnside Street, Portland, stated that he was hired by the City to assist the Senior Center with the design work of this project. Learning about the history of the building has been interesting and he has enjoyed digging for photos and doing research, but finding only one photograph of the building when it was the library was frustrating, but the photo revealed some of the building's original features. The building has simple, clean, horizontal lines, which are easy to duplicate. The existing windows are hidden and have been closed up along the east and south sides. He was able to open up the walls to see the patterns of the windows, but also discovered that the windows had deteriorated so much that they cannot be restored. The renderings in the Staff report show new windows that will mimic the original design and pattern of the windows. He found it interesting to compare existing building codes to the building and how it used to function. The current building codes require two exits out of the building, which was challenging to address. The existing ramp directs water into the basement, so the ramp will be converted into a staircase with a terrace.

President Gunderson called for questions of the Applicant.

Commissioner Osterberg noted that the design attempts to restore or replicate historic architectural features of the exterior, primarily the glazing and windows. However, the west elevation, which is a prominent location on the corner next to the main entry, will still have the vertical wood siding. He asked why the architect did not propose restoration of this side of the building. Mr. Wesolowski explained that the program on the interior of the building includes a kitchen, which would not accommodate windows. A series of three windows currently exists along the west elevation and the kitchen will be installed behind these windows. Window films may be installed on the interior so that the windows can remain.

Commissioner Osterberg said the floor plan seems to indicate a lobby area in a large portion of the west elevation where the wood siding exists. Another portion of this area appears to be a private office. Mr. Wesolowski stated the private office will have two small windows. The floor plan indicates that the reception area and a work area will be along the exterior wall where the wood infill exists. The architects opted to focus on the openings that could be restored.

Commissioner Osterberg asked if historically correct or architecturally consistent alternatives for the vertical siding were considered. He suggested a faux storefront window design. This application proposes both historic restoration and historic designation, but the west elevation seems to be a notable exception to the restoration efforts of the public streetscape. He asked if another type of improvement was possible. Mr. Wesolowski stated he could consider an alternative. He had considered replacing the wood siding with stucco that mimics the concrete finish adjacent to the siding. However, this would not recreate an original look. Commissioner Osterberg agreed that this would be an aesthetic judgment call. Mr. Wesolowski said another alternative he considered was applying a different paint color to the wood siding to set it off. Currently, the siding appears to be board-formed concrete when the building is viewed from a distance. Other materials or colors could be considered. A faux storefront glazing system could be installed.

Commissioner Osterberg believed recreating a faux storefront was the most desirable option. The tenant of the building could determine how much of the glazing to use.

President Gunderson suggested this conversation be continued during Commission discussion. Commissioner Osterberg agreed.

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

Commissioner Caruana agreed with Commissioner Osterberg and said he would prefer to see the siding filled in and skimmed over to look like concrete. The area would not need windows and could just be part of the structure. It currently stands out as something that used to be an architectural detail that has been filled in with an inexpensive product like T111. The texture will be different when painted the same color, so the siding looks like a failed attempt to make it blend. An accent color would be better, but it would not cost much to fill the area in and make it look like part of the building. The entire building looks great, except for the wood area.

President Gunderson believed that painting the wood another color would draw attention to it. Planner Johnson noted that a storefront window was originally installed in the area that now has the wood siding. A photo of the building with the window has been included on the last page of the Staff report.

President Gunderson and Vice President Dieffenbach believed changing the wood siding would be a better representation of the building.

Commissioner Osterberg agreed with Commissioner Caruana that a stucco or concrete finish would be suitable. Commissioner Caruana confirmed that one of the skylights would be removed and if the budget did not allow, two more skylights would be removed. President Gunderson added that the skylights would be documented for possible reinstallation in the future.

The Commissioners discussed the exact language to be used in the condition that the wood siding be replaced with an original style storefront glass or a material consistent with the existing structural material.

Commissioner Caruana moved that the Historic Landmarks Commission adopt the Findings and Conclusions contained in the Staff report, including the addition of Condition 5, and approve Historic Designation HD13-04 by Larry Miller. The following condition was added to the Staff report: "5. The wood paneling on the west elevation shall be replaced with either a storefront window or be surfaced with a stucco/concrete material to match the existing façade."; seconded by Commissioner Osterberg. Motion passed unanimously.

Planner Johnson noted that she placed new Condition 5 at the top of Page 6 under the Findings of Visible Integrity.

President Gunderson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5:

President Gunderson asked the Historic Landmarks Commission to be more proactive when receiving requests for historic designation. Planner Johnson puts a lot of work into the Staff reports and the Commissioners should report back to her in a more timely manner. Commissioners and Staff discussed issues with communicating via email.

President Gunderson thanked Planner Johnson for creating complete packages, making it easy to understand each application and make a decision.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:34 p.m.

ATTEST:

APPROVED:

Secretary

Community Development Director/
Assistant City Manager

Astoria Library Board Meeting

Astoria Public Library

January 28, 2014

5:30 p.m.

Present: Library Board members David Oser, Gregory Lumbra, Arline LaMear, Susan Brooks, and Iliana Arroyo and ALFA representative Steve Emmons. Staff: Library Director Jane Tucker and Community Development Director Brett Estes.

Call to Order: Chairman David Oser called the meeting to order at 5:30 p.m.

Approval of Minutes: The minutes of November 26, 2013 and December 10, 2013 were approved as submitted.

Approval of Agenda: Susan Brooks requested the addition of New Business Item 7(b): First \$10,000 (Kiwanis). The agenda was approved as amended.

Library Director's Report: Director Tucker reported on the Food for Fines food drives, the upcoming art contest for the next set of library cards to be ordered, and the statistics for December 2013, which were down due to firmware problem in the server that also resulted in the loss of fine data for that day.

The library is considering the purchase of Freegal Music, an electronic resource that allows cardholders to download three songs per week with access to more than 1 million songs. The cost is about \$3,000 and the library currently has the funds. She anticipates the service will be popular with teens. Although teens can download music from other programs, the library receives many requests to purchase CDs, but that funding is not available.

The Board briefly discussed the library purchasing e-books versus having access to about 100,000 titles as member of the Oregon Digital Library Consortium, which cost the library about \$3,500 in 2013. That fee is decreasing as more libraries join the consortium and the library anticipates spending about \$2,500 in 2014. The consortium has been exploring other vendors to find better prices. The combined collection development account is well over \$100,000 because all of the member libraries contribute. E-books are not owned, the licenses to use them are purchased and these are sold differently to libraries than individuals. The licenses must be renewed when they expire. Some library users do not have their own devices to download digital materials and would need to borrow these devices from the library. The library is not currently in a position to purchase its own e-books or expand its licensed collection. The library may eventually be able to buy its own e-book collection, but Director Tucker did not anticipate that happening within the next 10 years.

Board Reports:

Item 5(a): Reports of Community Presentations

Ms. LaMear reported that she and Greg Lumbra presented an update on the library renovation project to the Mom's Club at Robert Gray School. Two of the women were concerned about their ineligibility to receive a library card despite having an Astoria post office address, as they live outside the city limits of Astoria. The group was definitely enthusiastic about having a new, large children's area. About ten people attended the meeting. Guest Libby Lawrence, Mom's Club, 92217 Asamiv Road, Astoria said she had presented the ROCC Program to the Mom's Club in December, so the group is aware that children can get free library cards.

Chairman Oser reported he had presented to several school parent groups, involving about 30 people total. The schools' principals also attended and he believed the library will be allowed to make presentations to school groups and parent teacher organizations. The schools and children can do things and be involved in many ways. Everyone in attendance was supportive of what the library was doing, but there was no significant feedback. He and Mr. Lumbra will speak on KMUN's *Talk of Our Town* on January 29, 2014 at 9:30 a.m.

Director Estes reported that he, Chairman Oser, City Manager Paul Benoit, and Director Tucker met with Steve Forrester and Sam Johnson from the Maritime Museum to discuss fundraising and creating a foundation. The conversation was encouraging.

Ms. LaMear reported that she, Chairman Oser, and Director Estes met with Ginnie Cooper, who has been library director of the Washington DC, Brooklyn NY, and Multnomah County libraries, and she provided a lot of helpful information and encouragement.

Director Tucker asked Board members to email her with details about any community presentations they make so she can add the information about the date, time, number in the audience, and any significant questions or comments to the meeting agendas. All contacts, whether with friends or standing in line at the grocery store, could be noted for the Board meetings.

Update on ALFA Activities: Steve Emmons reported that ALFA's beginning balance on January 1, 2014 was \$4,760.41 and the ending balance is \$3,294.29, due to some one-time expenditures. He thanked the Board for gathering input from the community and making their presentation to City Council.

New Business:

Item 7(a): Introduction of Draft Revised Standards for Oregon Public Libraries

Director Tucker explained that the Oregon Library Association's (OLA) public library standards are being updated by the Oregon Library Association Public Library Division Board and a group of about 30 librarians representing many types of libraries from around the state. The OLA will vote on the standards in April 2014. She distributed copies of the draft to the Board because the new standards, which are comprised of three levels and are outcome based, will help with the renovations. She encouraged the Board to review the draft and provide feedback.

Chairman Oser asked that this item remain on the agenda for the next meeting.

Item 7(b): First \$10,000 (Kiwanis)

Ms. Brooks said she is a member of the Kiwanis Club of Astoria. Kiwanis has set aside a \$500 donation towards the library renovations and plans to raise the first \$10,000 of renovation funds by challenging other organizations in the community to match their contribution. The club applied for a \$2,500 matching grant from the Kiwanis Foundation. The matching grant and matching funds from 15 organizations will achieve the goal of \$10,000. Kiwanis will hold the money until a funding vehicle is in place to accept the donation, which will be turned over to the library in January 2015.

The Library Board supported the Kiwanis efforts. Ms. Brooks said that Kiwanis has its letters ready to send out on February 1, 2014. The official name of the campaign is The First \$10,000. Director Tucker suggested the Board send a letter of thanks on City letterhead to Kiwanis, which would start the donor file and put the donation in writing as verification for the club's grant application. She also suggested publishing a letter of thanks in *The Daily Astorian*, describing the Kiwanis' goal and that the funds would go to children, which is part of Phase I of the renovation.

Old Business:

Item 8(a): Renovation Update

(i) Review of Joint Work Session

Director Estes said the Library Board and City Council Joint work session went well. City Manager Paul Benoit was not present, so he had the opportunity to participate. It was exciting to see all of the people that support the renovation plan. The Library Board's recommendation was accepted by City Council.

(ii) Next Steps

Director Estes said that he, Director Tucker, and Public Works Director Ken Cook met to discuss engaging with the owner of the Waldorf building. The owner needs to be updated on the City's plans and a plan of action must be developed.

One of the next steps is getting the community involved with creating a foundation. Ginnie Cooper and Ruth Metz will meet on February 22, 2014 at Clatsop County Community College with other renovation supporters to get an implementation plan started. While Ms. Metz has agreed to assist, she indicated that her work would be minimal, as the creation of a foundation must be led by the community. David Oser as the Chair and Arline LaMear as a council representative would attend the meeting and report back to the full board. Director Tucker added that a timeline and rough plan would be created during that meeting.

Council Goal Setting

Ms. LaMear requested some guidance as she wanted to make sure the 2014 City Council Goals included a substantive library goal.

Director Estes addressed comments and questions from the Board regarding Council's upcoming goal setting session as follows:

- He described Council's goal setting process, which involves the City Manager, a facilitator, and City Council members working as elected officials.
- Once City Council's goals are adopted, the goals become direction to Staff. The goals are used during the budget process and Staff works through the year to achieve the goals.
- He confirmed the Waldorf Building will have to go back through the HLC.
 - Ms. LaMear added she would appreciate the Library Board's input and would take their suggestions to City Council.
- He described the process of drafting Council goals, which involves polishing rough language into a draft that is reviewed by the public. Public feedback may lead to more revisions before the goals are finalized. Director Tucker added the new goals will be implemented in July for the new fiscal year. An existing goal is to continue with the library renovation planning.

The Board agreed and recommended that the City Council goal should be, "To begin the implementation of the Library Renovation Plan adopted by City Council in 2014."

(iii) FAQs for Community Presentations

Ms. LaMear noted she felt some of the questions received at the community presentations were challenging to answer well and suggested that the Board and Staff discuss responses. Having consistent responses from the Board is important, which can be difficult because people can ask the same question in different ways. Identifying frequently asked questions would be helpful so the Board and Staff can be consistent when addressing questions. The focus should remain on frequently asked questions as opposed to random questions.

- Director Estes and Director Tucker agreed to develop answers to some of the frequently asked questions.
- Telling the story will be easier after meeting with Ruth Metz and Ginnie Cooper and the Board would be better able to discuss next steps as well.
- Having Board members send in the broad comments/question that are being heard will help build a pool of questions and the Board can identify which are most important.

Director Estes wanted to add the frequently asked questions and their responses to the project website. With capital campaigns, people either want to donate or want to understand more about the concept. It may not be possible to satisfy everyone, but the City would do the best it can in light of the project done by Ruth Metz. Director Tucker reminded that the report answers many of the questions.

Director Estes and Steve Emmons excused themselves from the meeting at this time.

Board Member Comments: There were none.

Public Comments: There were none.

Items for Next Meeting's Agenda:

The next Library Board meeting would be held February 25th at 5:30 p.m. The Draft Revised Standards for Oregon Public Libraries would continue on that agenda.

Adjournment: There being no further business, the meeting was adjourned at 6:57 p.m.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc.

DRAFT

Parks Advisory Board Meeting Minutes

January 22, 2014

Present- Norma Hernandez, Grace Laman, Brad Johnston, Councilor Karen Mellin, Tammy Loughran and Howard Rub

Absent: Ronnie Williams and Jay Flint

Staff- Terra Patterson, Erin Reilly and Phil Elkins

Meeting was called to Order at 6:50am by chairperson Norma Hernandez. The minutes from the December meeting were reviewed. Brad Johnston motioned to approve and Howard Rub seconded.

Chair Person Section

1. What do you hear- Karen expressed a citizen concern about grass poking up at Smith Point. Phil pointed out that the area in concern were natural grasses. Howard mentioned concerns about grass in the outfield at Niemi Field. He was appreciative that staff began working on the problem proactively. Staff is working with volunteers from the high school softball program.
2. Program Guide review- Angela reviewed the new winter/ spring program guide and commended staff Erin Reilly for her coordination and design in putting the guide together.

Old Business

- A. Friends of the Column are working on the MOU with the city attorney. They also continue to work on the Master plan and will be coming back to the Astoria area to present their findings to City Council and the community at a future date.
- B. Parks foundation, Tammy reviewed what the foundation has been working on. She talked about progress with the Lindstrom bathroom project and working with the MOMS club to organize the project. Norma asked about doing a call for new foundation members in Parks and Recreation publications.
- C. Ms. Cosby discussed the Garden of Surging Waves construction and the work that is taking place to finalize the project. Some of the pavers are cracking and need to be repaired before the park opens.
- D. The Chip-In project was reviewed, Phil and Angela will be on the radio promoting the program. Angela reviewed future dates for Chip-in. She asked if each parks board member could pick a date to attend. Angela discussed business sponsorship opportunities in the program.

- E. The Grounds Coordinator position has been filled. Jonah Dart-McLean accepted the position, Phil discussed his background. He will begin working on March 17.

New Business

- A. Employee of the Month- Erin recognized Brandy Bermudez from the Lil' Sprouts program.
- B. The aquatics incident that took place on Monday, January 20 was reviewed. A North Coast Swim Club Swimmer blacked out in the middle of the pool during a swim team exercise in which swimmers were practicing holding their breath while swimming. The swimmer began breathing before she reached the side of the deck. This incident showed staff where we need more training. Angela reviewed policies that may potentially be implemented in the future regarding this type of exercise. The aquatic center will be hosting a meeting this evening with the swim club members and parents to review the incident.
- C. Ocean View Cemetery software system and water well installation were approved at City Council on January 21.
- D. Staff Pam Pearce went to safety management school in January, Pam will give the board an update on this at a future meeting.
- E. The department received a \$5,000 grant for the wellness challenge. Angela reviewed how the program is going.
- F. The board took a tour of the Yacht Club building.
- G. Phil reviewed the Parks Maintenance report. Items reviewed included the completion of the 9th street park project, the hiring process for the grounds coordinator position, staff have been helping to complete a new program at Lil' Sprouts and have been planning for upcoming maintenance projects. Terra reviewed recreation programs that have started in January. Terra highlighted the weekly drop in indoor soccer program and the girls' 1st and 2nd grade basketball program. Erin reviewed programming and attendance at the Lil' Sprouts academy. Angela reviewed attendance which has increased by 98% at Lil' Sprouts.
- H. Angela reviewed budget numbers. Expenses continue to decrease and income has increased by 22%.
- I. Upcoming events were reviewed.

Next meeting will be held Wednesday, February 26th at 6:45am



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

February 26, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: AMENDMENT TO BENOIT CONTRACT

DISCUSSION/ANALYSIS

When hired as City Manager in 2007, Paul Benoit's contract included a provision by which the City conditionally agreed to provide health insurance benefits to Benoit upon retirement. Section IV. Compensation, subsection G (c) of his agreement provides:

- "c) If Benoit is employed until 2011 under this contract, he shall receive retirement health premium assistance for himself and his spouse/family for 5 years at the same monetary level as the City provides for other married employees with families in the non-represented group, if Benoit reaches Medicare age prior to the 5 years, coverage would revert to a Medicare supplemental policy until the conclusion of 5 years."

As written, this clause requires the City to provide benefits that Benoit does not now need at a cost estimated to be \$1,700 per month. Benoit has agreed to amend this provision to provide:

- "c) City shall pay Benoit the sum for \$1,000 per month for 60 consecutive months at a start date to be determined by Benoit, but no sooner than February 2016."

This amendment benefits the City by reducing the cumulative required monthly payments by approximately \$42,000.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to sign an Amendment to Benoit's Employment Agreement with the City as described above.

By: 
Blair Henningsgaard, City Attorney



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

February 20, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: *ME* BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **CONDUCT PUBLIC HEARING –PROPOSED PROPERTY SALE - 4900 BLOCK OF BIRCH**

DISCUSSION/ANALYSIS

The City has received an offer from Mike and Judith Cahill to purchase Lot 1, Block 18 located in the 4900 Block of Birch in Alderbrook. The property is adjacent to and immediately north of the Cahill property located at 4908 Cedar Street and is one of four lots the City has listed for possible sale in that block. The Cahill's offer is \$12,000.

A property information sheet, aerial photo, and assessor's map of the property is attached.

This offer was brought before Council on January 6, 2014 and a public hearing was scheduled and conducted on January 21, 2014, Council did not approve the sale. At the February 3, 2014 City Council meeting, Mr. Cahill spoke to Council regarding his desire to purchase the property, and Councilor LaMear subsequently requested that this item be brought back to Council so that a Public Hearing could be scheduled.

At their February 18, 2014 meeting the City Council acted to schedule a public hearing on the proposed sale for the next Council meeting on March 4, 2014. A public hearing notice for the potential sale of this property was printed in the Daily Astorian and the notice was also sent to all property owners who reside within 200 feet of the property.

RECOMMENDATION

It is recommended that Council conduct the public hearing, after which, the City Council approve or deny the sale of said property.

Submitted By

Ken P. Cook

Ken P. Cook, Public Works Director



CITY OF ASTORIA
Founded 1811 • Incorporated 1856



**CITY OF ASTORIA
PROPERTY SALES PROGRAM
PROPOSED PROPERTY SALE**

Address:	4900 Block of Birch, Alderbrook
Map:	T8N R9W Section 10 AB , Tax Lot 3200 Lot 1, Block 18, Alderbrook
Size & Description:	50' by 100' , 5,000 Square Feet, 0.11 acres
Zone:	R-2, Low Density Residential
Access:	49 th Street
Buyer:	Mike and Judith Cahill (adjacent owners) 4908 Cedar Street, Astoria
Asking Price:	\$14,000
Offer:	\$12,000

City of Astoria Property
Lot 1, Block 18
Alderbrook, Astoria



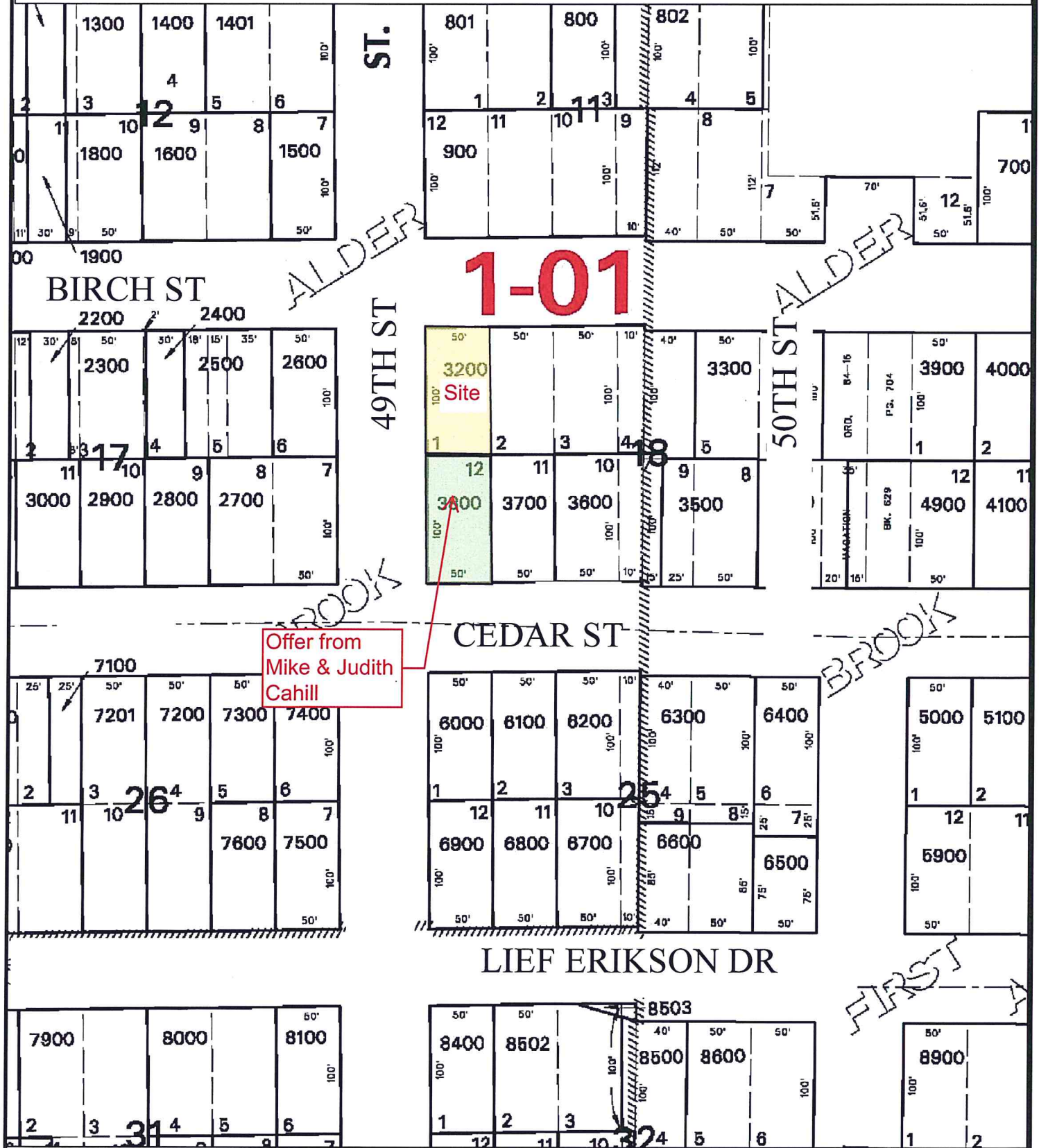
Legend

-  Properties with Written Offer
-  Offer From

0 25 50 100 Feet



City of Astoria Property For Sale
 Lot 1, Blk 18,
 Alderbrook, Astoria





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

July 15, 2013

RE: City-Owned Property

4900 Block Birch, west

Map T8N-R9W Section 10AB, Tax Lot 3200

Lots 1, 2, 3, 4, Block 18, Alderbrook; and Lot 4, Block 18, Alderbrook 1st Addition

approximately 200' wide x 100' deep; 20,000 square feet, 0.48 acres

R-2 Zone, Low Density Residential

Minimum Standards:

Lot dimensions: minimum 45' wide, minimum 90' deep

Lot size: minimum 5,000 square feet for single-family dwelling; 7,500 square feet for two-family dwelling

Setbacks: 20' front, 15' rear, 5' sides (15' street side and 5' rear for corner lot) to any portion of structure 12" above grade

Off-street parking: two spaces per unit

Lot coverage: maximum 40% of the lot may be covered with structures

Buildable Lands Inventory: 0.48 acres

The above noted parcel is located in a residential zone that allows single-family dwelling on 5,000 square feet of land. The site could possibly accommodate four single-family dwellings.

The site is not within 100' of a known geologic hazard area. The property is not designated as historic and is not adjacent to a site designated as historic. The north portion of the lot is located in Zone AE, "Special Flood Hazard Area subject to inundation by the 1% annual chance flood - (Base Flood Elevation 12), and the south portion of the lot is located in Zone X, "Areas determined to be outside the 0.2% annual chance floodplain", of the Flood Insurance Rate Map, of the Flood Insurance Rate Map, Community Panel Number 410028-0233-E, dated September 17, 2010.

Birch Street right-of-way is 70' wide and is improved with a 20' wide paved street and no sidewalks. Approximately 25' of the front yards in this block are within the right-of-way. Water and sewer are available to the site.

There may be an encroachment of the yard for the adjacent property to the south at 4924 Cedar Street (10AB, tax lot 3700)

City Hall • 1095 Duane Street • Astoria OR 97103 • Phone 503-338-5183 • Fax 503-338-6538

rjohnson@astoria.or.us • www.astoria.or.us

T:\General Eng\Property Management\PROPERTY SALES\SALE OF EXCESS CITY PROPERTY\4900 Blk Birch - Zoning.let.doc



This letter reflects the Codes in force at the time this letter was written and does not preclude any future adopted amendments to the Codes which would apply to the properties.

If you have any questions, or need additional information, please contact me at 503-338-5183 or rjohnson@astoria.or.us.

Sincerely,

THE CITY OF ASTORIA

Rosemary Johnson
Planner

City Hall • 1095 Duane Street • Astoria OR 97103 • Phone 503-338-5183 • Fax 503-338-6538

rjohnson@astoria.or.us • www.astoria.or.us

T:\General Eng\Property Management\PROPERTY SALES\SALE OF EXCESS CITY PROPERTY\4900 Blk Birch - Zoning.let.doc



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

February 21, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **SCHEDULE PUBLIC HEARING – PROPERTY SALE – 2900 BLOCK OF GRAND AVENUE**

DISCUSSION/ANALYSIS

An offer to purchase a portion of excess City property has been received from Herb Mindt and Bill Jablonski. The lot is located in the 2800 block of Grand, (Tax Lot 5400, Map T8N R9W, Section 9CB, Shively). Mr. Mindt and Mr. Jablonski are adjacent property owners, whose property is located at 741 29th Street. The lot is 50' by 150', 7500 square feet or .23 acres, and fronts on Grand. It is zoned R-2. The original asking price was \$20,000, and the agreed upon offer is \$17,500. An aerial photo and assessor's map is attached to this report, as well as the City Planner's report.

RECOMMENDATION

It is recommended that the City Council hold a public hearing on March 17, 2014 to receive comment on the proposed sale in accordance with Section 1.500 TO 1.1510 of the municipal code, after which the Council may accept, reject or modify the proposal.

Submitted By: _____


Ken P. Cook, Public Works Director

Prepared By: _____


Mike Morgan, Special Project Consultant



CITY OF ASTORIA
Founded 1811 • Incorporated 1856



**CITY OF ASTORIA
PROPERTY SALES PROGRAM
PROPOSED PROPERTY SALE**

Address:	2800 Block of Grand
Map:	T8N R9W Section 9CB, Tax lot 5400, Lot 2 Block 35, Shively
Size & Description:	7500 square feet, 50 x 150, .23 acres moderate slope, not listed on the BLI
Zone:	R-2, Medium Density Residential
Access:	Grand Avenue
Buyer:	Herb Mindt and Bill Jablonski, (adjacent owners), 741 29th Street
Asking Price:	\$20,000
Offer:	\$17,500

City of Astoria Property For Sale
Lot 2, Block 35
Shively's, Astoria



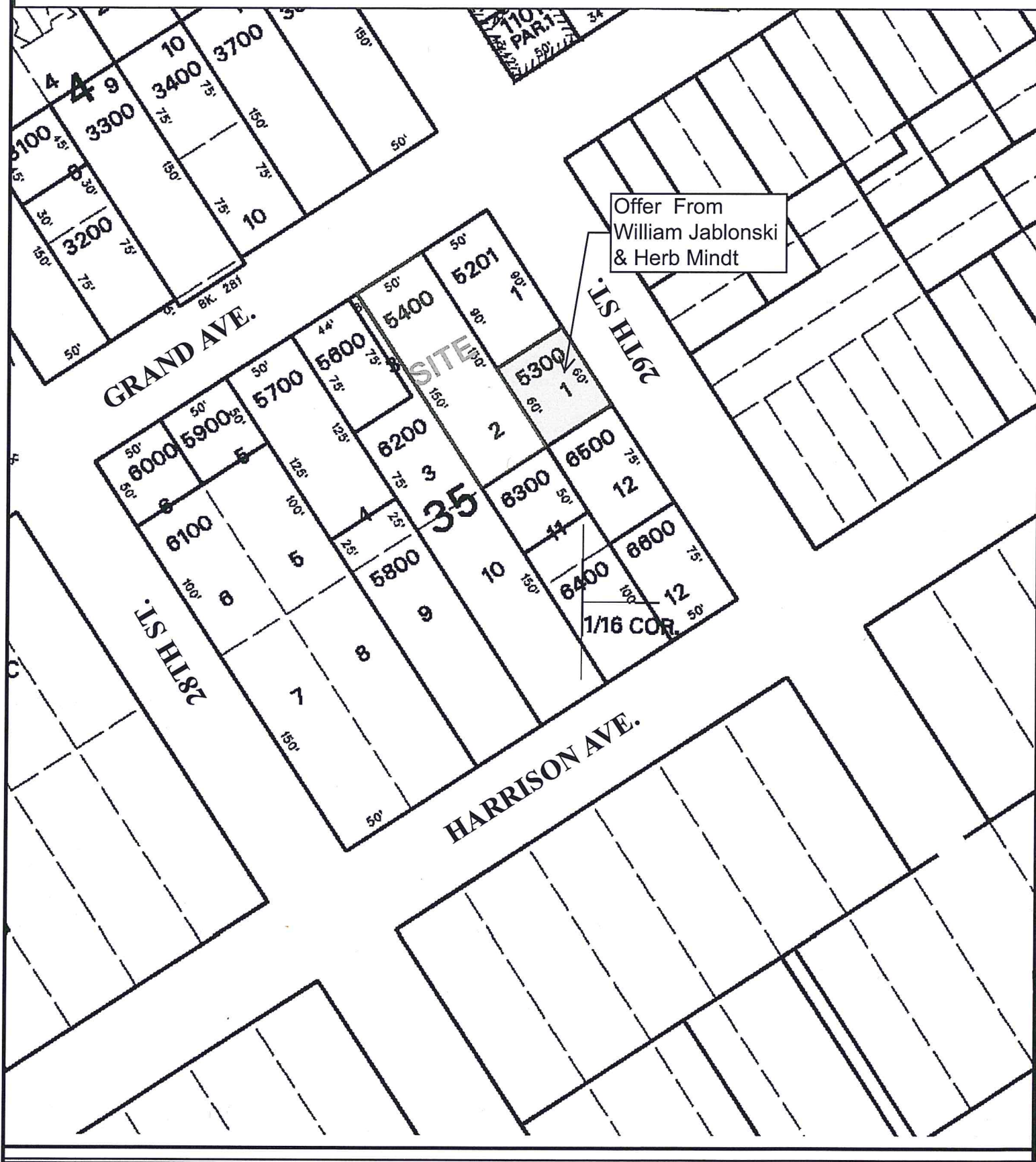
Legend

-  Properties With Written Offer
-  Offeree

0 50 100 200 Feet



City of Astoria Property For Sale
Lots 2, Block 35
Shively's, Astoria





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

July 15, 2013

RE: City-Owned Property

2800 Block Grand
Map T8N-R9W Section 9CB, Tax Lot 5400
Lots 2, Block 35, Shively

50' wide x 150'; 7,500 square feet, 0.22 acres

R-2 Zone, Low Density Residential

Minimum Standards:

Lot dimensions: minimum 45' wide, minimum 90' deep

Lot size: minimum 5,000 square feet for single-family dwelling; 7,500 square feet for two-family dwelling

Setbacks: 20' front, 15' rear, 5' sides (15' street side and 5' rear for corner lot) to any portion of structure 12" above grade

Off-street parking: two spaces per unit

Lot coverage: maximum 40% of the lot may be covered with structures

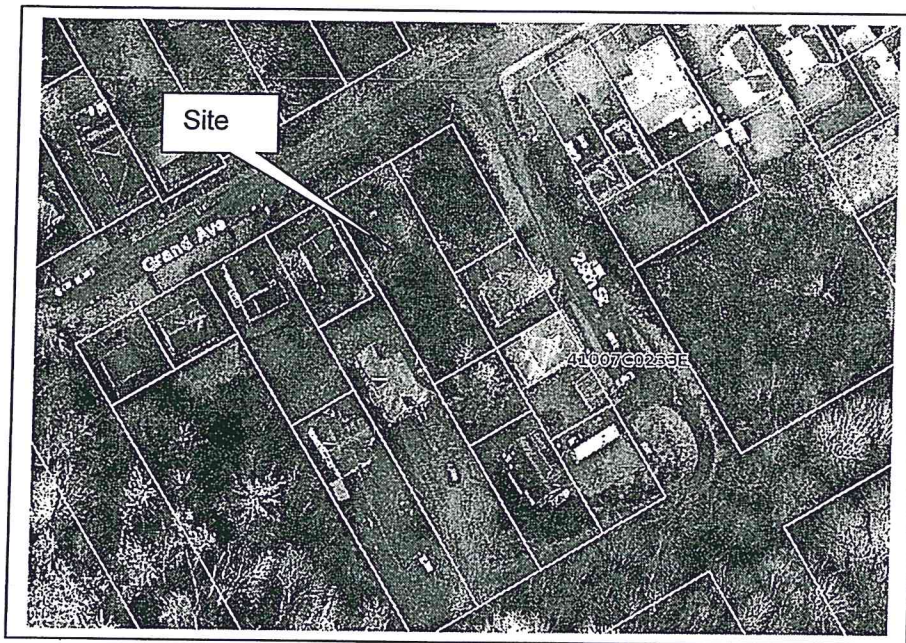
Buildable Lands Inventory: not listed

The above noted parcel is located in a residential zone that allows single-family dwelling on 5,000 square feet of land. The site could accommodate approximately a single-family or two-family dwelling.

The site is not within 100' of a known geologic hazard area. The property is not designated as historic and is adjacent to a site designated as historic. New Construction would require design review by the Historic Landmarks Commission. The lot is located in Zone X, "Areas determined to be outside the 0.2% annual chance floodplain", of the Flood Insurance Rate Map, Community Panel Number 410028-0233-E, dated September 17, 2010.

Grand Avenue is a 60' wide right-of-way improved with roadway and sidewalks on both sides. 29th Street is a 60' right-of-way improved with a substandard road. The lot sits slightly above Grand Avenue. The adjacent lot to the east (Map T8N-R9W Section 9CB, Tax Lot 5201) is vacant and if the lots were combined and/or an access easement across the lot obtained, access to the buildable portion of the lot would be easier.

There is water and sewer in the neighborhood.



This letter reflects the Codes in force at the time this letter was written and does not preclude any future adopted amendments to the Codes which would apply to the properties.

If you have any questions, or need additional information, please contact me at 503-338-5183 or rjohnson@astoria.or.us.

Sincerely,

THE CITY OF ASTORIA

A handwritten signature in cursive script that reads "Rosemary Johnson".

Rosemary Johnson
Planner

2800 Block Grand
Geologic Map






CITY OF ASTORIA

Founded 1811 • Incorporated 1856

February 19, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER PRO TEM
SUBJECT: LIQUOR LICENSE APPLICATION

Discussion & Analysis

A liquor license application has been filed by Michael and Jennifer Cameron-Lattek, doing business as Street 14 Coffee at 1410 Commercial Street, Astoria. The application is a New Outlet for a Full On-Premises Sales Commercial Establishment License. A copy of the application is attached.

The appropriate departments have reviewed the application. No objections to approval were noted.

Recommendation

Staff recommends that the City Council consider this application for approval.

Respectfully submitted,



Mark Carlson, CPA
Finance Director



OREGON LIQUOR CONTROL COMMISSION
LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)
☒ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club

☐ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

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

CITY AND COUNTY USE ONLY

Date application received: 2-6-14

The City Council or County Commission:

City of Astoria
(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____

(signature)

(date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: [Signature]

Date: 1/23/2014

90-day authority: ☐ Yes ☒ No

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

① Cameron-Lattek LLC

③ _____

② _____

④ _____

2. Trade Name (dba): Street 14 Coffee

3. Business Location: 1410 Commercial St. Astoria, Clatsop County, Oregon, 97103

(number, street, rural route)

(city)

(county)

(state)

(ZIP code)

4. Business Mailing Address: _____

(PO box, number, street, rural route)

(city)

(state)

(ZIP code)

5. Business Numbers: 503-325-5511

(phone)

(fax)

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

7. If yes to whom: _____ Type of License: _____

8. Former Business Name: _____

9. Will you have a manager? ☐ Yes ☒ No Name: _____

(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Astoria

(name of city or county)

11. Contact person for this application: Micha Cameron-Lattek 503-298-8658 Jennifer Cameron-Lattek 503-298-3315

(name)

(phone number(s))

1410 Commercial St., Astoria, OR 97103

(address)

(fax number)

st14coffee@gmail.com

(e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature]

Date 1/15/14

③ _____

Date _____

② [Signature]

Date 1/15/14

④ _____

Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: CAMERON - LATTEK LLC Phone: 503-298-8658

Trade Name (dba): STREET 14 COFFEE

Business Location Address: 1410 COMMERCIAL STREET

City: ASTORIA, OR ZIP Code: 97103

OF OPERATION

Business Hours:

Sunday	<u>6:30</u>	to	<u>6:00</u>
Monday	<u> </u>	to	<u> </u>
Tuesday	<u> </u>	to	<u> </u>
Wednesday	<u> </u>	to	<u> </u>
Thursday	<u> </u>	to	<u> </u>
Friday	<u> </u>	to	<u> </u>
Saturday	<u> </u>	to	<u> </u>

Outdoor Area Hours:

Sunday	<u>6:30</u>	to	<u>6:00</u>
Monday	<u> </u>	to	<u> </u>
Tuesday	<u> </u>	to	<u> </u>
Wednesday	<u> </u>	to	<u> </u>
Thursday	<u> </u>	to	<u> </u>
Friday	<u> </u>	to	<u> </u>
Saturday	<u> </u>	to	<u> </u>

The outdoor area is used for:

☒ Food service Hours: 6:30 to 6:00

☐ Alcohol service Hours: to

☐ Enclosed, how

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

 (Investigator's Initials)

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

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	<u> </u>	to	<u> </u>
Monday	<u> </u>	to	<u> </u>
Tuesday	<u> </u>	to	<u> </u>
Wednesday	<u> </u>	to	<u> </u>
Thursday	<u> </u>	to	<u> </u>
Friday	<u> </u>	to	<u> </u>
Saturday	<u> </u>	to	<u> </u>

SEATING COUNT

Restaurant: 39 Outdoor: 6
Lounge: 10 Other (explain):
Banquet: Total Seating: 55

OLCC USE ONLY

Investigator Verified Seating: (Y) (N)

Investigator Initials:

Date:

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

Applicant Signature: [Signature] Date: 12/31/13

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev 12/07)



CITY OF ASTORIA
POLICE DEPARTMENT

February 25, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: LABOR AGREEMENT – ASTORIA PUBLIC SAFETY ASSOCIATION

DISCUSSION/ANALYSIS

In June 2013 represented members of the Police Department voted to terminate representation by Teamsters Local 58 and created the Astoria Public Safety Association (APSA). The previous collective bargaining agreement (CBA) expired simultaneously. Staff and APSA leadership negotiated to resolve temporary insurance benefits first, as Teamsters Trust insurance was no longer available to APSA members. City Council and APSA agreed to a bridge coverage that was in effect until December 31, 2013. When this negotiation was complete, staff negotiated with APSA leadership to craft a new CBA. It was apparent that a few remaining items could not be resolved prior to a deadline to notify City County Insurance of a change to benefits. A Memorandum of Agreement (MOA) was completed relating to Wages and Benefits. This MOA was approved by both City Council and APSA.

In January 2014, staff and APSA leadership came to agreement on all items covered in the new CBA. APSA membership subsequently ratified the contract on February 10, 2014. The CBA includes language previously agreed to on Wages and Benefits. Significant changes to the contract include:

- Wages increase:
 - 0% July 1 2013,
 - 1% effective July 2014
 - 1% January 2015
 - 1.5% July 2015
 - 1.5% January 2016
- Health and Welfare, APSA has moved to a high deductible insurance plan. This plan includes savings in premiums to the City and allows a distribution of savings to a health care savings account (HSA).
- Increase in certification incentive from 3% for Intermediate and 2% for Advanced to 3.5% for Intermediate and 2.5% for Advanced.
- Clarification of benefits for Military leave, Family leave, and Jury Duty.

- Creation of safety release. Requires 8 hours off if employee works 16 or more hours in a 24-hour period.
- Legal Insurance, APSA employees covered by legal insurance plan for Civil and Criminal actions within the scope of their employment.
- Modification of Discipline and Discharge, previous version relied on references to City Policy Manual.
- Modification of Grievance Procedure. Arbitration costs will be borne by the non-prevailing party or prorated as determined by the arbitrator.

RECOMMENDATION

Staff recommends Council authorize Mayor Van Dusen and City Manager Pro Tem Estes to sign the Collective Bargaining Agreement with the Astoria Public Safety Association.

A handwritten signature in black ink, appearing to read 'Brad Johnston', with a horizontal line extending to the right.

Brad Johnston, Deputy Chief of Police

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF ASTORIA

and

ASTORIA PUBLIC SAFETY ASSOCIATION

July 1, 2013, through June 30, 2016

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PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as the "AGREEMENT" is by and between the CITY OF ASTORIA, hereinafter referred to as the "City" and The Astoria Public Safety Association, hereinafter referred to as the "Association."

ARTICLE 1 -- RECOGNITION

1.1 The City recognizes the Association as the sole collective bargaining agent for all employees in the named job classifications listed below in this section, excluding positions which are supervisory, confidential, exempt by statute, temporary employees as set forth in this Agreement and part-time employees regularly scheduled to work less than twenty (20) hours per week. It is understood that such part time employees, under limited, unique, or anomalous conditions may at times, be scheduled for more than twenty (20) hours per week. This condition may not occur more than 4 weeks in a fiscal year without written agreement between the City and the Association.

- A. Police Officer
- B. Records Specialist 1
- C. Records Specialist 2
- D. Communications Officer

1.2 If a new classification is added to the bargaining unit and/or the Police Department by the City, the Association shall be provided with the City's proposed rate of pay, hours of work, work schedule and a copy of the proposed job description. The City proposed rate of pay shall become the regular rate under this Agreement unless the Association files written notice of its desire to negotiate a different rate of pay within fourteen (14) calendar days from the date it receives notification of the proposed classification and pay rate. If a request for negotiations is filed by the Association, the parties shall begin negotiations, related to mandatory subjects and mandatory impacts, within fourteen (14) calendar days of the Association's request.

1.2.1 If the parties are unable to resolve their differences related to mandatory subjects and/or mandatory impacts, such issue will be subject to ORS 243.698.

1.2.2 If there is disagreement between the parties as to the inclusion and/or exclusion of a new Police Department position from or into the bargaining unit, such issue will be subject to the procedures of the Oregon Employment Relations Board.

1.3 Temporary employees, and part time employees regularly scheduled to work less than twenty (20) hours per week, or volunteers with statutory authority as a police officer (reserves) shall serve the City as *at will* employees and are not subject to the provisions

of this agreement, except that reserve police officers will have the protections in Article 14 associated with Officer Involved Shootings and the Legal Defense Fund benefits set forth in this Agreement. This section will apply regardless of their affiliation with the Association.

1.3.1 A temporary employee is one who works one thousand and eighty (1080) or less hours in any fiscal year.

1.3.2 Part time employees who are regularly scheduled to work twenty (20) or more hours per week shall receive health and welfare benefits, and pro-rata leave benefits pursuant to this Agreement.

1.3.3 All temporary employees and/or part-time employees (regardless of regular hours worked in a week) shall be paid at a rate of pay in keeping with the City of Astoria Salary Resolution.

1.3.4 Upon request, the City shall provide the Association President with a written report of all temporary and/or part-time employees employed by the City by and through the Astoria Police Department. Such report shall include name, classification, date of hire, regular hours scheduled, rate of pay, and whether the employee is receiving any benefits from the City pursuant to this Agreement and/or City policies.

1.4 If the City employs a PERS retiree to work back full time, or in a role specified in section 1.1, that employee shall be represented by the Association and subject to such employment terms as the City and the Association agree upon in a memorandum-of understanding which shall set forth the compensation and employment terms appropriate for the class of retiree, including but not limited to the applicable aspects of this Agreement.

1.5 The City shall not create multiple part time positions within bargaining unit classifications with regular combined scheduled hours that equal or exceed one (1) FTE in order to avoid maintaining a full-time position in the classification.

1.6 The parties shall treat any reserve officers in a paid or un-paid capacity, and retirees who work back in a temporary or part-time positions, as follows:

- (a) Association Membership. Reserves and retirees who work back in less than a full-time capacity may be eligible for membership in the Association as an "associational matter" left to freedom of choice. The City will honor and abide by that freedom of choice. However, this Agreement shall only apply to these types of Association members if this Agreement explicitly applies a contract term or benefit to them by reference.

- (b) Use of Deadly Force. For use of deadly force situations the process and procedural terms of this Agreement and Department policy shall apply to reserve officers and retirees working back with regard to ORS 181.781 et seq. and Clatsop County's Officer Involved Shooting protocols as well as those of the City and the Association concerning investigation, statements, and representation.
- (c) Role and Duties of Reserves and Retirees. Reserves and retirees shall not be used to supplant or replace bargaining unit positions. Reserves and retirees may not be used to take overtime opportunities away from Association represented employees. Overtime worked by reserve officers and retirees must be offered to the Association members first.
- (d) Effect of Labor Agreement. Reserve officers and retirees shall be accorded the same indemnity, defense, and post use of force representation and advice as the regular officers of the City. If, a reserve officer or retiree working back is not entitled to participate in PORAC or any other comparable benefit provided to regular police officers under this Agreement by virtue of the reserve officer's exclusion from the Association then the City shall pay the PORAC rate to a qualified provider for any comparable service to which a reserve officer may become entitled by virtue of involvement in a use of force event. If the reserve and retirees are eligible to participate in PORAC or a similar program, the City will pay the cost of such participation to the same extent as for regularly employed police officers in the bargaining unit.
- (e) Appointment to Regular Employment. A change in status from "reserve" police officer to "regular employee" will occur only based on an application and hiring process and in accordance with City personnel practices, and not as promotion or transfer. Reserves shall be entitled to apply for any in-house City recruitment to the same extent as a regular City employee. A selection to become a member of the Association will not provide any obligation on the part of the City to select such a member to a position of employment.
- (f) Long Term Retiree Work-back Appointments. In the event the City appoints a retiree to work back on a full-time basis for a period longer than required to fill in for an officer on protected leave (e.g.: FMLA, OFLA, veteran/military leaves) or fill a vacancy during academy or other training, the City shall notify the Association to bargain concerning the pay and benefits for the duration of the retiree work-back appointment.

ARTICLE 2 -- ASSOCIATION SECURITY

2.1 Membership. All employees of the City covered by this Agreement who are members of the Association in good standing on the date this Agreement is executed shall remain members in good standing and those who are not members on the date this Agreement is executed may, on or after the 30th day following the date this Agreement is executed, become and remain members in good standing in the Association. Payment of the Association dues and any initiation fees shall be indication of the employee's desire to become a member of Association.

2.2 Notification of Employment. The City agrees to notify the Association, in writing, within seven (7) days from the date of first employment of any employee subject to this Agreement, of the name of such employee, home address, the position for which employed and the date of employment. For the purposes of explaining this Agreement and Association representative shall be entitled to meet with any new hire for up to one (1) hour during the new hire orientation. Such meeting shall be paid for both the new hire and the Association representative, provided however that no overtime shall be incurred as a result of such meeting.

2.3 Fair Share. Employees who are not members of the Association shall make payments in lieu of dues and initiation fee to the Association. Such payment shall be the same amounts as provided for regular Association initiation fee, dues and assessments. The City agrees that it will deduct from the salary or wages of the employees in the bargaining units the in-lieu-of-dues payment required by this Agreement and pay such amount to the Association in the same manner as deducted dues are paid to the Association.

2.3.1. "Fair Share" deduction payments shall be made each succeeding payroll period for the life of this Agreement.

2.3.2 Dues deduction payments and Fair Share deduction payments shall be transmitted by the City to the Association. Every reasonable effort will be made to issue such payments to the electronic funds transfer (EFT) financial account of the Association. The Association's EFT account information will be provided to the City on an as-need basis.

2.4 Religious Objection. Any employee who is a member of a church or religious body, having bona fide religious tenets or teaching which prohibit association with a labor organization or the payment of dues to it shall pay an amount of money equivalent to regular Association dues and initiation fees and assessments, if any, to a non-religious charity or to another charitable organization mutually agreed upon by the employee affected and the representative to the Association to which the employee would otherwise be required to pay dues or make payments in lieu of dues. The employee shall furnish written proof to the City that this has been done.

2.5 Check--off. The City agrees to honor the Association check-off system in whatever amount designated and in such manner as prescribed by law.

For such employees of the City who certify, in writing, that they authorize such deductions, the City shall deduct from the first paycheck each month the Association's dues in an amount not to exceed the Association provision in effect. Such amount shall be remitted promptly to the authorized officer.

For such employees of the City who certify, in writing, that they authorize such deductions and initiation fees shall be deducted by the City and promptly remitted to the authorized officer.

2.6 Association Visits. Authorized agents of the Association shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the City's work. Such Association Agent shall advise the City of his presence and his intended visit upon arrival at the City's establishment when he first enters the premises.

2.7 Bulletin Board. The City agrees to furnish and maintain suitable bulletin board space in convenient places in each work area to be used by the Association. The Association will limit matters posed to factual matters and notices concerning Association business.

2.8 Association Business. Association officers selected to serve as authorized representatives shall be certified in writing to the City. When authorized in advance, an authorized representative may be granted time off without loss of pay for the purpose of meeting with the City within the scope of representation. The Association shall give the City notice at least five (5) days in advance if an authorized representative seeks time off without pay to conduct Association business. With the exception of Agreement administrative matters, employees shall not participate in Association activities while on duty. On-duty personnel may be allowed to attend Association meetings with five (5) days' notice of the meeting as long as the operational needs of the City are met.

2.9 Attendance at Bargaining. No more than two (2) on-duty Association Members shall be permitted to attend negotiating sessions with the City without loss of pay relative to securing Agreement renewal. Attendance shall be subject to call. Notice shall be given to the City at least five (5) days in advance of the anticipated absence or as soon as practical. The dates, times and places for these negotiating sessions shall be established by mutual consent between the parties.

ARTICLE 3 -- NON--DISCRIMINATION

3.1 Gender Reference. All references to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include male and female employees.

3.2 Equal Employment Opportunity. The provisions of this Agreement shall be applied equally to all employees in the Association without discrimination as to marital status, family status, domestic partnership, sex, sexual orientation, gender identity, religion, race, color, national origin, physical or mental disability which can be reasonably accommodated, age, Association affiliation or political affiliation.

ARTICLE 4 – COMPENSATION

4.1 Wages. Employees shall be paid in accordance with the salary schedule as follows:

Effective July 1, 2013, all employees will receive a zero percent (0%) wage increase.

Effective July 1, 2014, all employees will receive a one percent (1%) wage increase.

Effective January 1, 2015, all employees will receive a one percent (1%) wage increase.

Effective July 1, 2015, all employees will receive a one and one-half (1.5%) wage increase.

Effective January 1, 2016, all employees will receive a one and one-half (1.5%) wage increase.

4.2 Salary Schedule Administration. Increases will be applied to Step A and graduated by five percent (5%) increments to Step E.

4.3 Schedule Movement. New employees will be placed on the salary schedule at the City's discretion. Employees will move annually on the salary schedule based on satisfactory performance.

4.4 Retirement. Employees in the bargaining unit shall participate in the Public Employees Retirement System. The City shall pay its established rate and the employee shall pay six percent (6%) of wages as required and in accordance with PERS rules.

4.5 Personal Leave. Each employee will be provided with ten (10) hours (pro-rated for part-time employees) of personal leave per year. Leave requested at least ten (10) days in advance shall be approved, provided however that such time off may be

disallowed in the event of extraordinary operational need. Extraordinary operational need does not include avoidance of overtime due to minimum staffing needs. Use is at the discretion of the employee and must be used within the fiscal year.

4.6 Pay Day. Employees will be paid on the 6th of the month. A partial payment or “draw” will be issued on the 20th of the month. Exceptions to the policy are that if the 6th or the 20th of the month falls on a weekend or a holiday, paychecks or draws will be distributed on the last working day before the weekend or holiday.

In the event the City opts to change paydays, at least thirty (30) days notice shall be given to the Association/employees before such change is implemented. Once notice of such a change is received, the Association may exercise its right to bargain about such change

4.7 Form of Compensation. Employees may choose whether they receive overtime compensation in the form of time off or pay. In any event, employees may not accrue more than two hundred forty (240) hours of compensatory time. All overtime worked when an employee has two hundred forty (240) hours of comp time on the books shall be paid. Compensatory time off may be used upon mutual agreement between the employee and their immediate supervisor.

4.7.1 If an Association Member has a compensatory time balance above one hundred sixty (160) hours, the City may elect to purchase up to forty (40) hours of compensatory time. The City may not cause the balance of compensatory time to fall below one hundred sixty (160) hours. This purchase may be initiated once each fiscal year. Notice will be made by the City one pay period in advance of the intended purchase.

The City may request to purchase additional hours of compensatory time from an Association member. The City will make the request of the affected Association member one pay period in advance of when The City is requesting to make this purchase. The Association member may decline the request without consequence.

In addition an Association member can have the City purchase up to forty (40) hours of compensatory time once a year. The Association member will notify the City one pay period in advance of the requested purchase. The employee can request additional hours be purchased throughout the year, but The City may decline or offer a modification to the request.

4.8 Overtime. Work performed in excess of forty (40) hours, in a work week or eight (8) or ten (10) hours in a workday, when assigned to that length of shift, shall be considered overtime and will be compensated at the rate of time and one-half (1½) the employee’s regular rate of pay.

If employees are assigned to a twelve (12)-hour work schedule, they will receive overtime compensation for all hours compensated in excess of one hundred seventy-one (171) hours in the twenty-eight (28)-day work cycle as specified by the 7(k) exemption under the federal Fair Labor Standards Act or in excess of twelve (12) hours in a workday.

With the exception of court time and call in an employee is not entitled to be compensated twice for the same hours of work.

4.8.1 For Dispatch only: Overtime opportunities known at least seventy-two (72) hours in advance of the need for the coverage shall be offered to employees based upon seniority. Overtime opportunities known with less than seventy-two (72) hours advance notice shall be filled by the first available employee who chooses to accept the overtime opportunity

4.9 Court Time. For Police Department employees required to appear or attend court cases on scheduled time off, the pay shall be at the overtime rate with a three (3) hour minimum. If notice of cancellation is made after 5:00 p.m. of the day prior to the court appearance, employees will receive three (3) hours of pay at the overtime rate.

If a subsequent court appearance is required within three (3) hours of the previous court appearance, it shall be considered part of the previous appearance and no new three (3) hour minimum shall apply. However, if actual court time on that day exceeds three (3) hours then court overtime pay will be based on actual court time worked.

If the employee receives a subpoena after scheduling a day off, the employee is eligible for overtime pay. However, if the employee receives a subpoena first and then schedules a day off, the employee is not eligible for overtime call-back. Members of the bargaining unit who submit requests for time off knowing in advance they have been subpoenaed to a court appearance will have their vacation or compensatory time banks credited with the actual number of hours spent in court.

4.10 Deferred Compensation. It is understood and agreed the City shall allow deferred compensation to be an option available to Association employees. Such employees can change the conditions of deferred compensation no less than annually, or as otherwise determined by the City and allowable under State and federal laws.

4.11 Stability Pay. Employees eligible for Intermediate and Advanced Certification with ten (10) continuous years of regular employment with the City of Astoria shall receive two percent (2%) stability pay at their 10th anniversary and each month thereafter, to be calculated at Step E of their pay range. This stability pay may be used in conjunction with the incentive pay system, described in 4.12.

Employees not eligible for the Intermediate and Advanced Certification will receive two percent (2%) stability pay at the 5th year anniversary and each month thereafter; three and one-half percent (3.5%) at the 10th year anniversary and each month thereafter; four and one-half percent (4.5%) at the 15th year anniversary and each month thereafter; and six percent (6%) at the 20th year anniversary and each month thereafter; this stability pay is based on Step A of an employee's range.

4.12 Incentive Pay. Communication Officers and Police Officers may receive incentive pay for Intermediate and Advanced certificates. For Intermediate certification level the employee shall receive an additional three and one-half (3.5%) of their base pay. For Advanced certification level, the employee shall receive an additional two and one-half percent (2.5%) of their base pay with a maximum of six percent (6%). The incentive pay shall begin on the first pay period after the date the employee is certified by the DPSST. The Public Safety Clerk II and Public Safety Clerk I employees are not eligible for incentive pay but instead are eligible for stability pay as described in 4.11.

4.13 Investigations Assignment Pay. The City reserves the right to assign police officers to detective positions. When such assignments are made, the employee will be paid at 10% above their current step in the police officer classification.

4.14 Responsibility Pay. The senior officer on a shift without a patrol sergeant on duty shall be considered an acting sergeant. He/she will be paid an additional six percent (6%) of his/her normal pay for each hour of that responsibility.

4.15 Call In. An employee recalled after completion of his/her regular shift shall be paid a minimum of two (2) hours compensation at the overtime rate. Call in shall only apply if the employee is recalled to work after the employee has left the department subsequent to a shift. It shall not apply to time annexed to the end of a shift.

Call in time will begin when the employee is at the assigned place of work and prepared to deploy.

If an employee is assigned training on a normal day off duty and such training is canceled without notice to the employee at least twenty-four (24) hours in advance of the training start time, the employee shall receive two (2) hours compensation.

4.16 FTO/Communication Operators Training Premium Pay. Officers and communication operators who are required to train officers and communication operators respectively shall be paid an additional six percent (6.0%) compensation for all hours actually worked in a training capacity. In cases where the FTO is also working in the capacity of a Senior Officer under the provision of Article 4.14, the Officer shall receive an additional seven percent (7%) compensation for all hours worked in this dual capacity (Note: the Officer working as both an Acting Sergeant and as an FTO will receive total additional compensation of seven percent (7%)).

4.17 Bilingual Premium. Employees covered by this agreement shall receive additional compensation of five percent (5%) of base pay for fluency in Spanish, American Sign Language, or other languages as deemed necessary by the Chief of Police and the City Manager. Any employee shall be considered qualified to receive the additional pay if they pass a fluency examination testing both speaking skills and reading comprehension, as established by the City. The employee must continue to demonstrate proficiency when requested.

4.18 Phone Calls While Off Duty. The Department discourages calls to off-duty employees unless absolutely necessary. If an off-duty employee receives a phone call from a supervisor or an employee at the direction of a supervisor and the call is related to his/her work for the City, the employee shall be compensated with fifteen (15) minutes of compensatory time per phone call. If a phone call lasts longer than fifteen (15) minutes, the employee shall be compensated in compensatory time to the nearest fifteen (15) minutes, rounded up. This section does not apply to employees being called:

- to check the availability for a call-out or shift coverage, or to assign/grant call-out or overtime work;
- to be notified of a subpoena or subpoena cancellation;
- to inform the employee of a phone message left for an employee, unless an employee is directed to return the phone call;
- to ascertain information or locate items not available to the supervisor or an officer due to inaction, inattention or oversight of the employee.

ARTICLE 5 -- VACATIONS

5.1 Accrual. Initial probationary and regular employees accrue vacation on an hourly basis. Years of service are calculated from an employee's date of regular hire. The schedule is as follows:

<i>Years of Service</i>	<i>Hours Per Month</i>
<i>0 – 5</i>	<i>8</i>
<i>5 – 10</i>	<i>10</i>
<i>10 – 15</i>	<i>11.33</i>
<i>15 – 20</i>	<i>14</i>
<i>20 + years</i>	<i>16.67</i>

5.2 Scheduling. A vacation list will be posted on October 1 to October 31 of each year. All employees assigned to patrol or dispatch during this time period shall select an initial vacation period for the following calendar year according to a seniority list. The vacation period selected shall be a continuous block of time.

5.2.1 Employees will have two (2) working days after their name rises to the top of the seniority to select their first choice. Employees may select only by written memo or e-mail to the Chief of Police or designee, or, in the case of dispatch, the Emergency Communications Manager (ECM) an initial vacation period to avoid missing their opportunity to choose. Employees do not have to select an initial vacation period and may waive their seniority. If so, the employee will move to the bottom of the seniority list.

5.2.2 After all employees on the seniority list have had the opportunity to select or waive an initial vacation period; employees may select a second vacation period as described in 5.2.1.

5.2.3 After the second round of seniority vacation selections all other vacation time will be on a first come first serve basis Sworn Personnel Only: In the case of duplicate requests for the same period the approval will be based upon the time and date of the written request or e-mail received by the Chief of Police or designee. Employee requests will be approved or denied within five (5) working days.

5.2.4 *Emergency Communications Only:* A regular vacation request approval is still required prior to the publishing of the schedule covering the requested time period. All other vacation is on a first come, first served basis. Vacation requests made after the posting of the schedule for the period requested will normally be filled by a part time Telecommunicator who will select shifts to fill his/her full time hours. An overtime signup sheet will be posted for the remaining hours. The overtime signup will be available for five (5) working days before approval or denial of the vacation by the ECM. The ECM, on a case-by-case basis, will consider requests for emergency time off or under urgent or unusual circumstances.

5.2.5 Once the first choice vacation has been approved, the City may not change the employee's schedule except in the case of an emergency.

Vacation Cancellation: If, with knowledge that an employee will incur costs, an employee's scheduled vacation is cancelled by the Chief of Police, without consent of the affected employee because of an emergency, the City shall reimburse the employee for the employee and his/her immediate family for actual non-recoverable deposits because of reliance on the scheduled vacation period. This reimbursement will be limited to \$1,000. Employees shall, upon management's request, provide verification of the amount of non-refundable deposits and expenses incurred due to the cancellation of a vacation.

Reimbursement will only occur as a result of an affirmative action on the part of the Chief of Police. No other entity can trigger this obligation.

5.2.6 Nothing in this section shall be construed to mean that an employee must make a first or second vacation choice.

5.3 Maximum Accrual. The maximum accrual for vacation leave is 280 hours for employees with less than ten (10) years of service and 320 hours for employees with ten (10) or more years of service.

No exceptions will be granted to exceed these accrual limits.

5.4 Vacation Cash Out. Employees who use eighty (80) hours or more of vacation during the calendar year and have a remaining balance of not less than forty (40) hours of vacation, may cash out up to forty (40) hours of any unused vacation accrual. This is a once per year election which must be made in writing to the Chief of Police, and copied to the Finance Director, between August 1st and August 20th with the cash value included in September paycheck.

5.5 Termination of Employment. No payment in lieu of vacation shall be made in the event of termination of employment for any reason during the initial thirty (30) days of continuous service. An employee's final pay upon termination of employment shall include the value of earned and unused vacation.

5.6 Call--Backs from Vacation.

5.6.1 In the event that an employee is required to be called back to work by the Department for any purpose during a period of authorized vacation leave or day off adjacent thereto where the vacation has been approved by the City; the employee shall be paid at the overtime rate for all hours worked, subject to a four (4)-hour minimum callback provision. The employee shall not have any vacation time charged against his account for the portion of a day during which the employee has been recalled to the service of the City.

5.6.2 When the employee is called back from vacation and the distance is in excess of fifty (50) driving miles. The driving miles will be determined using the route found to be the fewest miles by an accepted mapping source such as Google Maps, the City shall pay all reasonable travel cost of the employee.

Article 6 Holidays

6.1 Recognized Days. The following shall be recognized as holidays:

New Years Day	Veterans Day
M.L. King Jr. Birthday	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Memorial Day	Half Day before Christmas
Fourth of July	Christmas
Labor Day	

Employees who are scheduled for a regular Monday through Friday (non-shift) workweek shall observe the legal holiday as follows:

Whenever the holiday falls upon a Saturday, the preceding Friday shall be observed as the paid holiday.

Whenever the holiday falls upon a Sunday, the following Monday shall be observed as the paid holiday.

6.2 Holiday Pay. Employees shall receive eight (8) hours pay with the exception of Christmas Eve which shall be four (4) hours, at the employee's regular rate for each holiday in addition to the employee's regular pay.

6.3 Holiday Work. Employees required to work on a holiday shall be compensated at time and one-half (1½) for all hours worked on the designated holiday, in addition to eight (8) hours of holiday pay provided in Section 6.2 above. For the purpose of computing hours worked on a holiday, the 24-hour clock will be utilized to determine the hours to be compensated at time and one-half (1½). *(Example: If an employee's shift commences on July 4 at 2300 hours, the employee will be credited with one (1) hour of work on the holiday. If the employee's shift commences on July 3 at 2300 hours, the employee will be credited with seven (7) hours of work on the holiday.)*

ARTICLE 7 -- SICK LEAVE

7.1 Purpose. To allow paid leave for an employee who is too ill to work and to meet state and federal requirements concerning an employee's ill family members and the birth or adoption of a child. A person residing in the employee's home is considered an immediate family member. This does not extend FMLA and OFLA benefits.

7.2 Accrual. Full-time employees accrue sick leave at the rate of eight (8) hours per month and the maximum accrual is two thousand eighty (2080) hours.

Part-time employees, who work at least twenty (20) hours per week, accrue sick leave in an amount proportionate to that which would be accrued under full-time employment. The maximum accrual is also prorated based upon the number of hours normally worked.

7.3 Accrual During Leave. Employees accrue sick leave benefits for any period during actual work and/or while on paid status. This includes an injured worker who is receiving time loss and is receiving City paid sick or vacation time. To be credited sick leave benefits during partial months, the employee must work or be on the above-stated paid status at least one-half ($\frac{1}{2}$) of the full-time work hours for the month.

7.4 Eligibility. To be eligible for sick leave benefits, an employee must work one (1) month and at least twenty (20) hours per week.

7.5 Notification. Employees are required to notify the Emergency Communications Center of the intent to use sick leave as soon as possible, but in no event later than their starting time.

For a temporary disability which is predictable, the employee should give their immediate supervisor sufficient notice to plan for staffing during the employee's absence.

7.6 Medical Leave Without Pay. Earned sick leave accruals must be exhausted prior to taking an unpaid medical leave of absence. An employee may use vacation or compensatory time when sick leave is exhausted. This must be requested in writing to the Human Resources Department.

7.7 Long--Term Leave Notice Requirements. To maintain employment status while on sick leave in excess of fourteen (14) calendar days, an employee must provide a current physician's or Advanced Practice Professional's statement on file with the Finance Director and must call in to their first line supervisor or designated contact point at a minimum of every Fourteen (14) calendar days. These communications to the immediate supervisor will then be relayed to the Finance Department. The employee must notify the immediate supervisor as soon as the attending physician or advanced practice professional releases the employee to return to work and a signed work release must be provided to the immediate supervisor on or before the date of the first day back to work.

7.8 Utilization. Employees may utilize their accumulated sick leave for the following purposes:

On or off-the-job illness or injury which renders the employee unable to perform their work duties. In the event of an on the-job illness or injury, an employee may be charged one-third (1/3) of a sick day per eight (8) hours of illness or injury.

Medical or dental appointments that cannot reasonably be scheduled during non-working time.

Each employee shall be allowed to use sick leave for an illness or injury in the employee's immediate family. Criteria to be met are that the employee's presence must be required and a doctor or advanced practice professional's note to that effect may be required. For the purpose of this section, the immediate family means - mother, father, spouse, children, siblings or mother & father-in-law of the employee. A person or persons residing in the employee's home may be considered a family member. The determination of family member in these instances will be made by the City Manager or designee. The City retains the right to require a doctor's note for authorization of sick leave in excess of three days.

During the time required to attend the appointment related to the employee's use of sick leave with a physician or advanced practice professional, an employee will move from sick time to straight time. This move is to avoid the employee using sick time but does not confer a status of at work for any purpose.

Death of a member of the immediate family (*spouse, parents, children, brothers, sisters, mother-in-law, father-in-law, grandparents, grandchildren, step-parents and step-children*). A person or persons residing in the employee's home is considered an immediate family member. In the event of the death of an immediate family member, the employee will be allowed to take accumulated sick leave credits not to exceed three (3) working days. An additional two (2) days sick leave will be allowed for necessary grieving time upon approval of the immediate supervisor.

Employees shall be allowed to use one (1) day of sick leave to attend the funeral of the employee's aunts, uncles, nephews and nieces.

In the event an employee requests compassionate leave for family or friends not defined above, such leave will be granted and employees will be required to utilize comp or vacation time at the employees choice. If the employee has no accumulated time, he/she may request leave without pay.

Additional leave may be authorized, utilizing other time banks, in compliance with OFLA and FMLA.

7.9 Retirement. Upon retirement from the City, Police Officers will have all their accumulated unused sick leave, up to one thousand six hundred forty (1640) hours, reported to PERS for enhanced retirement benefit. This benefit may only be utilized as allowable by law.

Upon retirement from the City, communication operators, public safety clerks and any employee hired after August 29, 2003 with at least ten (10) years of continuous service with the City and eligible to retire will be reimbursed one-half (1/2) their accumulated unused sick leave. Total accumulation cannot exceed eight hundred (800) hours with reimbursement a maximum of four hundred (400) hours.

ARTICLE 8 -- LEAVE WITHOUT PAY

8.1 The City will consider a written application for leave of absence without pay. The written application must describe the reason for the request and confirm a specified date at which the employee is expected to return to work. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on his/her written application for such leave. Such leave shall not be approved for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted employment or entered into a full-time business or occupation may be accepted by the City as a resignation.

8.1.2 Any employee who is granted a leave of absence without pay under this Section and who for any reason fails to return to work immediately upon the expiration or termination of said leave of absence shall be considered as having resigned his/her position with the City.

8.1.3 Employees on leave without pay, for any reason, shall not accrue any benefits.

8.2 Jury Duty. Employees shall be permitted to serve as a juror without loss of pay for such time required for travel to the courthouse. Upon completion of jury duty on a work day the employee will telephone the Deputy Chief or a supervisor to determine whether and when to return to work.

8.3 Family and Parental Leave. At an employee's option, an employee may choose to use up to twelve (12) weeks of accrued sick leave, vacation leave, or compensatory time, in any order or combination, leaves protected by OFLA and FMLA when eligible and taken in accordance with law. Extensions of protected leaves beyond the entitlement period provided for by law must be approved by the City Manager. Statutorily protected leaves shall run concurrently with all paid time off and other statutory leaves. When an employee entitled to protected leave has no accrued paid leave, FMLA and/or OFLA leave entitlements shall be unpaid.

8.4 Military Leave. Military leave shall be granted in accordance with State and federal law.

8.4.1 Pay During Reservist and National Guard Training. For all periods of active and inactive duty for training, employees who have been employed for at least six months prior to the commencement of the leave will be paid their full wages for cumulative periods of such military service up to a maximum of fifteen (15) days in each federal fiscal year (October 1 to September 30), in accordance with ORS 408.290. Probationary employees who have been employed by another public agency for at least six months prior to City of Astoria employment will be eligible for this benefit. In cases where the service member is called to active duty, a City employee may receive up to and not to exceed 30 days of paid leave at fifteen (15) days per year, over a consecutive twenty-four (24)-month period. Voluntary enlistment is not a basis for any payment under ORS 408.290 or City policy.

Military duty that doesn't qualify for paid leave or that exceeds the maximum days of paid leave will be granted as unpaid military leave in accordance with USERRA 38 USC 43.4313 and ORS 408.240), unless the employee chooses to use accrued vacation, personal leave or compensatory time. In order to receive the benefits of this policy, employees must present Financial Administrative Services with a copy of their military orders or official military correspondence

ARTICLE 9 -- HOURS OF WORK

9.1 Work Week. The full time workweek shall normally consist of five (5) eight (8) hour days, four (4) ten (10) hour days or a modified two (2) three (3) two (2) twelve (12) hour shift. Employees working a 5/8 hour schedule will normally receive two (2) consecutive days off. Employees working a 4/10 hour schedule will normally receive three (3) consecutive days off. The City's workweek shall begin 12:01 a.m. on Monday and ends at Midnight on Sunday. If a shift change affects the number of Sergeants the City will retain, the last promoted Sergeant will be allowed to return to the bargaining unit with no loss of seniority.

9.2 Shift Assignments. Shift assignments will be made by the Chief or his designee. Due consideration will be given to employee requests for shift assignments.

9.3 Meal Periods. Police Officers and Dispatchers will be entitled to a thirty (30) minute paid meal period during each full shift. The nature of the work for these employees is such that a full and complete meal period may not always be accomplished as they are required to be available at all times during their shift. Dispatchers will remain at the radio console during their meal period unless other qualified personnel are available for relief. Qualified personnel shall be scheduled on a daily basis to relieve a communication operator for lunch. Normally, lunch breaks shall occur between the fourth and five hour unless qualified relief personnel are unavailable due to call load. When relieved, the communication operator will remain available for

immediate return to the workstation. The preceding relief provisions shall only apply to shifts where one communication operator is on assigned duty.

9.4 Rest Periods. Police Officers and Dispatchers will be entitled to a fifteen (15) minute paid rest period during each half (1/2) shift as approved by the City. The nature of the work for these employees is such that a full and complete rest period may not always be accomplished as they are required to be available at all times during their shift. Dispatchers will remain at the radio console during their rest period unless other qualified personnel are readily available for relief. Even if relieved, the dispatcher will remain available for immediate return to the workstation.

9.5 Scheduling. The City shall make every reasonable effort to post work schedules for the Police Department twelve (12) weeks in advance of the implementation date. Changes may be made after the schedule is posted. Individual shift changes require seven (7) days advance notice, except in emergency situations. The City shall make a reasonable attempt to contact individuals by telephone or person-to-person whenever an individual's schedule is adjusted. Where notice is greater than ten (10) days, email or other asynchronous communication forms may be used.

9.5.1 Waiver of 7--Day Notice. An employee subject to the seven (7) calendar-day notice provision in subsection 9.5 above may voluntarily elect, in writing, to waive the seven (7) calendar-day notice. The written voluntary waiver election by an employee will allow the employee to choose to alter their regular work shift start times and/or regular work shift stop times during the employee's regular work week and will allow the employee to choose to alter their regularly scheduled days off during the employee's regular work week. A written voluntary waiver election may only be used by an employee once in any consecutive eight (8) work weeks. The City shall provide a copy of any 9.5.1 waiver to the Association President or designee at the time the City accepts the waiver from the employee.

9.5.2 Penalty for Failure to Give 7--Day Notice. Failure to comply with the notice requirements set forth in subsection 9.5 above, shall result in the affected employee receiving pay at the rate of one and one half (1½) times the employee's regular rate of pay for the hours worked by the affected employee before or after the employee's regular start times and/or regular stop times, in the employees regular work schedule, not to exceed forty (40) hours at the premium rate of one and one half (1½).

9.6 Shift Trades. Employees may trade shifts, with the approval of the Chief or designee, as long as such trade does not affect the operational needs of the Department.

9.7 Safety Release. An employee who is required by the City to work sixteen (16) or more hours in any twenty-four (24)-hour period and who is scheduled to work in the next twenty-four (24)-hour work day shall be guaranteed at least eight (8) hours off-duty before being required to return to work.

Hours comprising the safety release will not be compensated in addition to pay obtained for work. Employees will be allowed to adjust their schedule to complete their previously scheduled hours.

As soon as an employee becomes aware that the safety release may be triggered he should contact the on duty supervisor.

During an extraordinary crisis situation involving extended operations (e.g. natural disaster, ongoing civil unrest) this section may be suspended at the approval of the City Manager.

9.7.1 As to section 9.7 above, the following is an example of how an employee will be compensated:

(a) A graveyard shift employee works 1800-0600 [twelve (12) hours worked]. The graveyard shift employee is required to be in court from 0900-1500 [six (6) hours worked].

(b) A total of eighteen (18) hours is worked. The employee is required to have eight (8) hours off. The employee will not return to work until 2300. The employee, at his option, can work from 2300-1100 [twenty-four (24) hours of straight time and six (6) hours of overtime] or work 2300 – 0600 [nineteen (19) hours of straight time and six (6) hours of overtime].

ARTICLE 10 -- HEALTH AND WELFARE

10.1 Medical/Dental/Vision. Effective January 1, 2014, and for the term of the agreement, the City will provide full-time and eligible part-time employees working twenty (20) hours or more per week, and their dependents CIS HDHP-2 plan with HSA. The City will provide CIS Dental Plan-ODS II. The City will provide CIS Vision Plan-VSP Vision (24/24/24). The City will provide HDHP w/HSA Alternate Care Rider. The City will pay ninety percent (90%) of the premiums for HDHP-2, ODS II, VSP Vision (24/24/24) and the Alternate Care Rider.

Any premiums that exceed the ninety percent (90%) cap will automatically be deducted from the employee's paycheck. Insurance is automatically offered at the time of hire for eligible employees working at least twenty (20) hours a week and becomes effective in

accordance with terms of the insurance plan and/or CIS rules (that is: the first of the month following the month in which employment commences).

Effective upon implementation of the CIS HDHP-2 plan on January 1, 2014, the City will establish a Health Savings Account (HSA) for each eligible employee and contribute to each such employee's HSA in the following manner:

1. In the first pay period of January, 2014, the City will contribute into an HSA, for each employee who is an HSA-eligible employee of the City on the date the contribution is made, either of the following amounts:
 - (a) \$625 for eligible employees with employee-only coverage under HDHP-2 or
 - (b) \$1,000 for eligible employees with 1 (one) or more dependents covered under HDHP-2.
2. Contributions will continue to be made the first pay period of each quarter for each eligible employee as of the date of the contribution is made based on the employee's coverage status as of the date in the amounts stated above.
3. Eligible employees hired after January 1, 2014, will receive a contribution of \$208.33 per month to the employee's HSA if the eligible employee has employee-only HDHP-2 coverage as of the date the contribution is made or \$333.33 per month if the eligible employee has coverage for 1 (one) or more dependents under HDHP-2.

For employees who are not HSA-Eligible employees as of a contribution date above solely because of coverage under Medicare, Tricare/VA, or the Indian Health Service, the City will make a non-HSA pre-tax contribution to a permissible account which accomplishes a comparable purpose and benefit as permitted by law and regulations (that is: generally an HRA account).

4. Employees may be required to periodically submit a certificate of continued eligibility for HSA contributions in a form acceptable to the City and/or CIS and/or the IRS.

10.2 Life Insurance. The City will maintain life insurance in the amount of \$50,000 for all employees. Spousal and dependent life insurance will be \$5,000.

10.3 Workers Compensation. All City employees will be provided full coverage as required by the Oregon Workers' Compensation Act.

ARTICLE 11 -- NO STRIKE

The employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City service, and to this pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this agreement, the Association and/or the employees covered by this agreement shall not cause or engage in any work stoppage, strike, or other interference with City functions. Employees who engage in any of the foregoing actions, shall be subject to such disciplinary actions as may be determined by the City.

Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in a strike, boycott, slowdown, mass sick call, any form of work stoppage, refusal to perform duties, or other interruption of work. In addition, employees who engage or encourage such actions shall be subject to discipline or discharge as may be determined by the City.

ARTICLE 12 -- GENERAL PROVISIONS

12.1 Evaluations. A copy of the individual's evaluation sheet shall be given to the employee at the time of said evaluation after completion and signing by all required parties.

12.2 Probationary Period -- New Hire. That must attend the DPSST basic academy to be certified shall serve a probationary period of eighteen (18) months. Communication operators and safety clerks shall serve a probationary period of twelve (12) months.

12.2.1 Probationary Period -- Lateral Hire. Lateral Hire police officers that have their DPSST certification or whom can attend the DPSST equivalency academy shall serve a probationary period of twelve (12) months.

12.2.2 The Association recognizes the right of the City to terminate probationary employees for any reason deemed sufficient by the City, and any such termination shall not constitute a violation of this agreement and shall not be subject to the grievance procedure.

12.2.3 Residency Requirement. To provide prompt response to our community in emergency situations, employees shall live within twenty-five (25) miles of the Astoria City limits. Failure to comply with residential requirements may result in termination of City employment.

12.2.4 Promotional. Employees promoted to a higher paying position within the bargaining unit will serve a one (1) year probationary period. During this probationary period the City may return the employee to their previous position

for any reason deemed sufficient by the City and this action shall not constitute a violation of this Agreement and shall not be subject to the grievance procedure

12.3 Movement to a Higher Classification. Employees that move to a higher classification in the department will be entitled to return to their former position if they do not successfully complete probation.

12.4 Equipment/Uniform. The City shall replace or repair, at Department option on an as needed basis, the basic required uniform and required equipment limited to the duty weapon, handcuffs, duty belt, bullet resistant vest, and issued gear. Should an employee choose to provide his/her own equipment, the City is only responsible for the amount of a City issue replacement; for the duty weapon (hand gun or rifle) this amount is not to exceed \$1,500.00. Loss or damage shall only be compensated for if it occurs in the line of duty, through no negligence on the part of the officer and if personally owned equipment carried by the officer has the prior approval of the Chief of Police or designee.

12.4.1 The City will reimburse police officers for eyeglasses that are damaged as a result of duty related circumstances and through no negligence on the part of the employee. Such reimbursement shall not exceed \$350.

12.4.2 The basic uniform issue for police officers shall consist of four (4) pairs of pants, three (3) short sleeve shirts, one (1) baseball cap, and two (2) long sleeve shirts. The basic uniform does not include the dress uniform.

The basic uniform for the public safety clerks will consist of three (3) pairs of pants, four (4) shirts and a coat or a jacket.

12.4.3 Sworn Officers shall be allowed to purchase a duty pistol and/or duty rifle including any related duty equipment including (holster, magazine carrier, magazine, etc.) and finance said pistol and/or rifle including equipment through the City once every five (5) years. Officers, who purchase a pistol and/or rifle including equipment through the City shall not be assessed any other charges above the purchase price of the pistol and/or rifle and included equipment. Employees shall be required to sign a payroll deduction form to enable the City to make regular deductions from the employee's paycheck. Repayment to the City shall not exceed eighteen (18) months duration. If an employee leaves the employment of the City prior to reimbursing the City in full for any pistol, rifle and equipment purchase, the total amount owing may be deducted by the City from the employee's final check.

12.4.4 Police officers, detectives and records specialists will be reimbursed for up to two hundred forty (\$240) for the purchase of approved footwear. This may be for multiple pairs of approved footwear during the two (2) year period. The

two (2) year purchase period shall be based on the fiscal year. New hired employees shall have their initial two (2) year period commence effective the July 1 prior to the employees hire date. Employees hired during even numbered years shall have their two (2) year period start in July 1 of every even numbered year. Employees hired during odd numbered years shall have their two (2) year period beginning July 1 of every odd numbered year.

Footwear damaged in the line of duty shall not be counted against an employee's reimbursement allowance.

12.4.5 The City will provide up to two hundred fifty (250) rounds of practice ammunition per fiscal year, not to exceed fifty (50) rounds per month. This practice ammunition provision shall not be in effect as long as the City continues mandatory monthly fire arms training and practice.

12.5 Detective Clothing. Other than usual customary wear, the City shall clean or replace clothing, worn by an officer performing detective duties, which is damaged as a result of duty related circumstances. Such reimbursement shall not exceed two hundred dollars (\$200.00) a fiscal year.

12.6 Physician Certification. The City, at its option and expense, may require a certification of illness or fitness for duty.

12.7 Alcohol and Drug Policy. Parties to this Agreement will abide by the City's Alcohol and Drug Policy.

12.8 Job Bidding. All vacancies and new positions, within the bargaining unit, shall be furnished to the staff and the Association through a written notice as far in advance of the date of opening of any vacancy or new position as possible. Said notice of new position shall clearly set forth the qualifications for the position, and vacancies shall be filled in accordance with the City's personnel rules.

12.9 Travel Reimbursement. A City-owned vehicle should be used any time an authorized employee travels on official business for the City. Should a City vehicle not be available, the employee must receive prior authorization from their supervisor to use a privately owned vehicle. When an employee has been given prior authorization to use a privately owned vehicle because a City vehicle is unavailable, the City will provide reimbursement at the IRS rate per mile.

If a City vehicle is available, but the employee chooses to use a privately owned vehicle and the employee receives prior authorization from the supervisor to use such vehicle, the reimbursement will be seventy-five percent (75%) of the IRS rate per mile.

The reimbursement for use of a privately owned vehicle in all cases is deemed full consideration to the employee for use of the vehicle. The City does not have "no-owned" vehicle insurance coverage. Authorized employees are to provide their own collision, and/or property damage insurance on the privately owned vehicle.

12.10 Seniority. Seniority means a regular employee's length of continuous service in the bargaining unit and classification since their last date of hire.

An employee shall lose all seniority credit in the event of:

1. Voluntarily quitting.
2. Discharge.
3. Failure to return from layoff on the date specified for return to duty.
4. Layoff of more than twenty-four (24) months.
5. After six (6) months promotion outside of Bargaining Unit.

12.11 Layoff and Recall. Employees will be laid off on the basis of classification seniority. An employee subject to layoff will be given at least fifteen (15) working days notice of such layoff.

A laid off employee will retain recall rights for twenty-four (24) months from the date of layoff. In the event a position in the same classification becomes open, the employee with the greatest classification seniority laid off from the classification will be the first recalled.

12.12 Maintenance of Standards. During the term of this Agreement, no employee shall be deprived of any benefit or working condition not contained herein that is a mandatory subject of bargaining as provided by State statute. If the City desires to change such benefit or working condition, not referenced herein, it may only do so by negotiation as provided by State statute.

12.13 Personnel File. An employee, legal counsel for the employee, or any person designated in writing as being allowed access by the employee, may review and obtain copies of an employee's official personnel file, or any other file maintained by the City which is associated with the employee, at reasonable times during business hours. The employee's personnel file is maintained in City Hall. Other files associated with the employee may be maintained in City Hall or the Police Department.

12.13.1 When there is a PECBA information request by the Association, a pending grievance, a pending unfair labor practice, or an issue between the City and the Association related to the administration of this Agreement, the Association legal counsel shall be entitled to review and obtain copies of the personnel files of employees represented by the Association.

12.13.2 The City and the Association agree that there is a reciprocal legal obligation to provide information and neither party will charge the other for copies of any materials when the materials are provided in response to a PECBA information request, a pending grievance, a pending unfair labor practice, or an issue between the City and the Association related to the administration of this Agreement.

12.13.3 The parties agree that copies of documents to be provided may be provided via electronic PDFs or similar types of electronic communication.

12.14 Tuition Reimbursement. For the purpose of encouraging employees to pursue appropriate courses of study related to law enforcement, employees will be reimbursed for educational courses pursuant to the following criteria.

A. Employees who work thirty (30) hours or more per week who have been employed for at least twelve (12) months will be eligible;

B. The City shall provide a maximum of twenty-five hundred dollars (\$2500) per year for the term of this agreement for funding this article. Funds not expended in a given year shall not carry over to subsequent years.

C. Payment shall be limited to six (6) credit hours per quarter. If an employee is receiving funds from other education programs (such as grants or scholarships) that are less than the cost of six (6) credit hours, and the employee desires to use the full six (6) credit hours, then the City will pay the difference between the other funds and the cost of the six (6) credits;

D. For a maximum of six (6) credit hours payment shall apply to tuition, fees, and textbooks only;

E. Courses must be taken from a recognized and accredited college or university and,

F. Payment will be made only for those courses for which the employee receives a grade of "C" or better.

G. The Chief or Deputy Chief, in their sole discretion, shall determine whether a specific course is sufficiently related to law enforcement to be eligible for reimbursement under this article.

Decisions of the Chief or Deputy Chief shall be final and binding.

12.15 Legal Insurance. The Association shall take steps periodically necessary to insure that all eligible members of the Astoria Police Department are enrolled as

participants for benefits and coverage provided by the Legal Defense Fund of the Peace Officers Research Association of California. Eligible members include all sworn regular police officers, reserve officers, and communications officers. The City may elect to include police supervisors and command level police executives who are sworn Oregon police officers.

12.15.1 During the first calendar week of December, March, June and September of each year, the City and Association shall cooperate to ascertain the amount due to PORAC by reason of participants' enrollment in coverage of Plan II relating to services and representation in civil and criminal actions. The City shall pay to the Association the full amount of such costs during the first half of such months in order to enable the Association to remit full costs to PORAC on or before the due dates of December 31, March 31, June 30 and September 30.

12.15.2 The current rate for PORAC plan II as indicated on their plans and rates is \$4.50 per member per month. If this rate increases during the term of this agreement by more than \$1.00 per member per month the increase will be borne by the employee covered.

12.15.3 Exclusively for the purpose of representation of reserve officers in regard to civil and criminal issues that arise in the context of critical incidents, reserve officers shall be special members of the Association. The City shall remit periodically to the Association funds necessary for PORAC Legal Defense Fund participation provided for in this Agreement.

12.16 Astoria Aquatic Center. The City will provide an individual Land and Water Pass for personal use by bargaining unit members as an enhancement to the Physical Fitness Program.

ARTICLE 13 -- MANAGEMENT RIGHTS

Except as limited by an express provision of this Agreement, the City shall retain the right to exercise the customary functions of management, including but not limited to directing the activities of the Department, determining the levels of service and methods of operation, including the introduction of new equipment, the right to hire, layoff, transfer, reorganize, promote, discipline, discharge, and to determine work schedules, assign work, determine and assign needed training.

The City and the Association hereby recognize that delivery of services in the most efficient, effective and courteous manner is of paramount importance to the City, and as such, maximized performance is recognized to be an obligation of employees covered by this Agreement.

In order to achieve this goal, the parties hereby recognize the City's right to determine the methods, processes, and means of providing services to increase, diminish, or change equipment, including the introduction of any and all new, improved, or automated methods or equipment, and the assignment of employees to specific jobs within the bargaining unit.

To establish, revise, and implement standards for performance, discipline, quality of work, safety, materials, equipment, uniforms, appearances, methods and procedures. It is jointly hereby recognized that the City must retain broad authority to fulfill its responsibilities and may do so by oral or written work rules, existing or future.

ARTICLE 14 -- DISCIPLINE AND DISCHARGE

14.1 Disciplinary Measures. Disciplinary action shall be for just cause.

14.1.1 Discipline in the following forms is normally progressive though discipline may be initiated at any degree of severity based on totality of the circumstances, so long as the discipline is for just cause. Forms of discipline are:

- A. Verbal admonishment, which may be documented in writing;
- B. Written reprimand;
- C. Reduction in pay;
- D. Suspension without pay , with written mutual agreement between the Association, the affected employee and the City; this form of discipline may also include the forfeiture of accrued leave, so long as there is mutual agreement between the Association, the affected employee and the City;
- E. Demotion;
- F. Discharge.

14.1.2 Imposition of the forms of discipline listed in Section 14.1.1 B – F above must be documented in writing and a copy of the written documentation will be provided to the affected employee and the Association.

14.1.3 Counseling and performance documentation actions do not constitute discipline. A verbal admonishment is not subject to grievance beyond the Chief of Police. However, if there is written documentation and a rebuttal from the Association and/or the affected employee it will be attached to any verbal admonishment and transmitted with the verbal admonishment any time it is transmitted to any source.

14.2 Due Process. Pre-disciplinary "due process" must be provided in advance of the imposition of discipline as set forth in Section 14.1.1 B - F. "Due process" means

written notice of the charges and the facts upon which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee to state corrections, provide exculpatory or mitigating information, and to present the employee's and the Association's points of view.

14.2.1 At the time of the notice of the pre-disciplinary "due-process" meeting, the City shall provide the entire investigation including all materials reviewed by the Chief of Police or his designee in determining disciplinary action to the employee with an identical copy provided to the Association contemporaneously. Such notice and materials will be provided to the employee and the Association at least five (5) days prior to the scheduled pre-disciplinary "due process" meeting.

14.2.2 The employee and/or the Association may attend the pre-disciplinary due process meeting to respond to and/or to refute the charges and/or allegations or the employee and/or the Association may submit a written rebuttal, response or position statement in lieu of or in addition to attendance at the pre-disciplinary due process meeting. As a matter of courtesy, within three (3) days of receipt of the notice of pre-disciplinary due process meeting, the employee and/or the Association will inform the City if a written submission will be made in lieu of actual attendance by the employee and/or the Association at the pre-disciplinary due process meeting.

14.2.3 When releasing information to the employee and the Association, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.

14.2.4 If a grievance is filed, within ten (10) days of a written request from the Association, the City will meet with an Association representative for the purposes of ensuring that the Association has all of the same information and materials related to the disciplinary investigation including all materials reviewed by the Chief of Police or designee. During and after this meeting the City will provide the Association with any materials and information that it is determined the Association does not have from the disciplinary investigation.

14.3 Association Representation in Interview and Discipline Process. An employee has the right to have a representative of the Association present at any meetings or interviews at which could lead to discipline, or if the employee believes that the meeting or interview could lead to discipline, as set forth in Section 14.1.1 B-F.

14.4 General Discipline Investigative Procedures.

- (1) The employee and the Association will be informed, in writing, that a formal investigation is commencing, unless the employee is under investigation for violation of the Controlled Substance Act, or violations which are punishable as felonies or misdemeanors under law, or if doing so would jeopardize either the criminal or administrative investigation.
- (2) At least seventy-two (72) hours prior to a disciplinary interview by the City of an employee, the result of which could be that the City may impose discipline (Section 14.1.1 B-F) upon the employee as a result of the underlying incident, the employee and the Association will be informed, in writing, of the nature of the investigation and the specific allegations, policies, procedures and/or laws which form the basis for the investigation at that time; the employee will be afforded the opportunity to consult with an Association representative; and the employee and the Association will be provided all available materials the City possesses related to the investigation at the time of written notice.

This section does not apply to public safety information required in the event of a critical incident or use of deadly force.

- (3) When providing information to the employee and the Association, as required by Section 14.4, the City may place conditions on disclosure of witness statements under circumstances where the conditions are warranted in order to limit risk of claims or aggravation of difficult circumstances in the work place or in the City's relationship with a victim. In such event, the City and the Association shall cooperate to meet appropriate investigative and due process needs.
- (4) The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not delay the interview more than twenty-four (24) hours, except for minor complaints (incidents for which no more than a verbal admonishment may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to forty-eight (48) hours to obtain a representative to be present at the interview. To the best of the City's ability, the City will collaborate with the Association to schedule employee interviews at times that allow the employee to have an Association representative of their choosing present.

- (5) All interviews shall take place at Department facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- (6) The City shall make a reasonable good faith effort to conduct these interviews during the employee's regularly scheduled shift, except for emergencies. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift. When mutually agreed, the interview may be held outside the employee's regular work schedule. Interviews outside the employees regularly scheduled shift will be paid at the rate required by this agreement.
- (7) The employee will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.
- (8) The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
- (9) All interviews shall be limited in scope to activities, circumstances, events, conduct or acts which pertain to the incident which is the subject of the investigation and the written notice provided by the City to the employee and the Association. Nothing in this Section shall prohibit the City from questioning the employee about information developed during the course of the interview.
- (10) The City shall record the interview and if the recording is transcribed by the City, the employee and the Association shall be provided a copy of the transcript and upon request will provide a copy of the recording.
- (11) Interviews and investigations shall be concluded without unreasonable delay.
- (12) The employee and the Association shall be notified in writing of the results of any investigation, except as noted below; those results must be presented in writing to the employee and the Association within six (6) months from discovery by the City of the basis of discipline. If not, no discipline will be imposed.

The above time limits do not apply when:

- (a) The investigation involves an officer who is incapacitated or unavailable.

- (b) The investigation involves an allegation of workers compensation or disability fraud by the officer.
- (c) The officer, in writing, waives the limit.
- (d) The investigation requires a reasonable extension of time for coordination with one or more other jurisdictions.
- (e) The investigation involves more than one officer and requires a reasonable extension of time.
- (f) The alleged misconduct is also the subject of a criminal investigation or criminal prosecution. Time does not run for the period during which the criminal investigation or criminal prosecution is pending.
- (g) The investigation involves a matter in civil litigation in which the officer is a named defendant or the officer's actions are alleged to be a basis for liability. Time does not run for the period during which the civil action is pending.
- (h) The investigation is the result of a complaint by a person charged with a crime. Time does not run for the period during which the criminal matter is pending.

14.5. Legal Representation. Employees are not entitled to representation by a private personal attorney at an administrative interview conducted in accordance with Section 14.4 above. The Association is the exclusive representative of employees in this circumstance and representation is reserved to an Association representative (which may be the Association attorney and/or an Association representative).

14.6 Use of Deadly Force Situations. Except for immediate verbal responses to specific and narrow questions ordered to be answered by an involved officer (ORS 181.789) and required to respond to public safety and officer safety considerations at an on-going deadly force situation, employees involved in the use of deadly force shall be advised of their state and federal rights to representation and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative or with legal counsel shall not unduly delay the giving of the statement and shall comply with the County established Officer Involved Shooting protocol.

14.7 Criminal Investigations. This Article 14 shall not apply to a criminal investigation conducted by another law enforcement agency. This Article 14 shall not

prevent informal inquiry following an event which will be formally investigated in order to ascertain what occurred to the best of the officer's ability to recall, provided however, that the City shall only rely upon the involved officer's formal interview statements for all administrative purposes.

14.8 Days Definition. For the purpose of Article 14, days are defined as Monday through Friday excluding holidays.

ARTICLE 15 -- GRIEVANCE PROCEDURE

In the event of a dispute arising as to the interpretation or application of this Agreement, it shall be resolved in the following manner:

15.1 Grievance Process. The grievance process shall be commenced at Step 1 as follows:

Step 1: SUPERVISOR AND CHIEF OF POLICE. Within the period of ten (10) days immediately following the date the employee had or should have had knowledge of the grievance, whichever date is earlier, the employee and the Association shall make a good faith attempt to resolve the dispute informally with the immediate supervisor, and the supervisor shall attempt to resolve concerns in interactive discussions. If within this ten (10) days period the grievance remains unresolved, the Association representative shall file the grievance in writing with the Chief of Police within twenty (20) days from the date when the employee had or should have had knowledge of the grievance, whichever date is earlier.

The written grievance shall include:

- A. Name of the employee(s) on whose behalf the grievance is sought. The Association may choose to designate the grievance as being filed on behalf of the Association.
- B. A statement of the grievance including dates and facts as known to the Association at the time of the filing of the grievance and upon which the grievance is based in order to apprise the Chief of the employee's and/or Association's position.
- C. The remedy sought by the employee and/or the Association.
- D. The section(s) of the Agreement alleged to have been violated.
- E. The name of the Association representative submitting the grievance and date of delivery to the Chief of Police.

15.1.1 The Chief of Police shall respond to the Association representative, in writing, within ten (10) days from receipt of the written grievance.

15.2 Step 2: CITY MANAGER. If the grievance remains unresolved, within ten (10) days of receipt of the Chief of Police response to the Association representative, the Association may present the grievance, in writing, to the City Manager. The written grievance to the City Manager shall explain the reasons the Association disputes the decision of the Chief of Police. The City Manager shall review the record, may schedule a meeting with the Association, may conduct further investigation and shall provide a written decision to the Association within twenty (20) days of receipt of the Step 2 grievance.

15.3 Step 3: CITY COUNCIL. If the grievance remains unresolved, within ten (10) days of receipt of the City Manager response to the Association representative, the Association may present the grievance to the City Council with an explanation of the reasons the Association disputes the City Manager decision by delivering the grievance to the City Manager. The grievance submitted by the Association and the City's grievance file shall be considered by the City Council at a regular City Council meeting or special City Council meeting within thirty (30) days, and the Council shall determine whether to hear and decide the matter formally. The Council shall inform the Association and City of its desires. If the Council elects to hear the matter, the parties (the City and the Association) shall cooperate in setting a mutually agreeable time and date to appear before the City Council and orally argue the proper application of law, this Agreement and the facts of the grievance as set forth in the City and Association records then in existence. At the option of the affected employee(s), a written statement may be presented by the affected employee(s) to the City Council; and a position statement may be presented by the City and by the Association to the City Council. However, testimony and other evidence shall not be presented or received, unless the parties have mutually agreed otherwise. If after reviewing the written statements and position paper the City Council has questions about the matter, the City Council may ask for clarification from both parties on issues raised in either the written statement or the position paper. Within ten (10) days of the hearing before the City Council, the City Council's decision shall be communicated, in writing, to the parties, as the City Council may direct.

15.4 Step 4: ARBITRATION. If the grievance is not resolved at Step 3 and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City Manager within ten (10) days following the date of the City Council decision at Step 3 is due or received, whichever is earlier.

15.5 The parties may mutually agree upon an arbitrator. The Association shall submit a written request to the Oregon Employment Relations Board for a list of thirteen (13) arbitrators. A copy of the Association's request shall be provided to the City's labor

counsel. Upon receipt of the list, a coin flip shall occur to determine who will strike first, and strikes shall thereafter be alternated until only one (1) arbitrator name remains. The remaining name shall be the arbitrator.

15.6 The arbitrator shall have no power to modify, add to or subtract from the terms of this Agreement and shall be confined to the interpretation and enforcement of this Agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Association and the City.

15.7 Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena. Each party shall be responsible for compensating its own witnesses and legal representatives during the arbitration hearing. The Association representative may participate in the grievance and grievance hearing process without loss of pay. Unless the grievant has been discharged the grievant(s) may participate in the grievance and grievance hearing process without loss of pay. However, if a discharged employee is reinstated by an arbitrator, time spent in the arbitration process is included as part of the arbitrator's back pay award determination. In the case of grievances and class action grievances concerning the interpretation of the contract, one (1) Association class representative may participate, without loss of pay. The parties shall collaborate to ensure that on-duty witnesses subpoenaed to the grievance hearing will not lose pay and that their testimony and attendance time at the hearing does not unduly disrupt the operations of the City. The costs, fees and expenses of the arbitrator shall be borne by the non-prevailing party or prorated as determined by the arbitrator. It is the intent and goal of the parties to provide for orderly and expeditious arbitration hearings.

15.8 If either party desires a verbatim recording/transcript of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee and record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall share equally all costs of producing three (3) copies of the transcript.

15.9 All references to "day" or "days" in this Article mean Monday through Friday (0800 to 1700) and excludes holidays.

15.10 Probationary employees shall not be entitled to utilize this grievance procedure concerning a termination of employment that occurs during their probationary period.

15.11 Time Limits. Any or all time limits specified in this grievance procedure may be waived by mutual consent of the parties. In the event the employee or the Association fails to submit the grievance in accordance with these time limits, they shall not be entitled to advance or appeal the grievance further and it shall be deemed

withdrawn. Under these circumstances, the employee/Association may only pursue the grievance to the City Manager level and the decision of the City Manager shall be final and binding. In the event the City fails to meet the time limits, the employee or Association may move the grievance to the next step. A grievance may be withdrawn at any time by a signed statement from the Association that the Association does not wish to pursue the grievance further.

ARTICLE 16 -- SAVINGS CLAUSE

Should any portion of this Agreement be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 – PHYSICAL FITNESS PROGRAM

17.1 Purpose. The purpose of the City of Astoria Police Department physical fitness program is to encourage all employees to attain and maintain an appropriate level of physical fitness.

The program is strictly voluntary but the City encourages all employees to test during the semiannual testing procedure. This incentive is available to all members of the bargaining unit.

17.2 Standards. The physical fitness program consists of the DPSST approved ORPAT Physical Abilities Test. The ORPAT is a job specific obstacle course designed for public safety officers.

17.3 Conduct of Examination. Employees, who choose to participate in the fitness program, must demonstrate compliance with the program during the testing process conducted twice a year. Testing shall be conducted semiannually and notice will be posted thirty (30) days in advance.

17.3.1 Tested employees shall be on on-duty status during the examination process, but shall receive no overtime or extra compensation for the time spent taking the examination.

17.3.2 A participant who receives a time of 4:40 or less will be at the distinguished level. A participant who receives a time of 4:41 to 5:30 will be at the competent level.

17.4 Physical Examinations. Prior to testing, employees volunteering to participate are encouraged to have a medical exam, and should start exercising slowly to prepare themselves.

17.5 Semi--annual Incentive. Employees who are rated competent under the requirements of the program during the semi-annual testing procedure shall have added to his/her regular paycheck a one-time incentive award of two hundred dollars (\$200) for those employees who meet the "competent" rating. Employees who receive a "distinguished" rating of the program shall receive a three hundred dollar (\$300) award payable as stated above. Testing will generally occur in March and October of each year.

ARTICLE 18 -- TERM OF AGREEMENT

This contract shall be effective as of July 1, 2013, except as otherwise specified herein, and shall remain in full force and effect up to and including June 30, 2016. The contract shall be continuous thereafter from year to year unless prior to the 10th day of January of the expiring year, or prior to the 10th day of January of any subsequent year thereafter either party shall file written notice with the other of its desire to amend, modify, or terminate this contract.

EXECUTION OF AGREEMENT

This agreement is executed on this the _____ day of _____, 2014.

FOR THE CITY

Willis Van Dusen, Mayor

XXXXXXXXXX, Interim City Manager

FOR THE ASSOCIATION

Chris McNeary, Association President

POLICE EMPLOYEES				
(SWORN & NONSWORN)				
SALARY SCHEDULE				
Effective July 1, 2013 (0% Increase)				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,571.35	30,856	14.83
	B	2,699.92	32,399	15.58
	C	2,834.91	34,019	16.36
	D	2,976.66	35,720	17.17
	E	3,125.49	37,506	18.03
14	A	2,700.09	32,401	15.58
	B	2,835.09	34,021	16.36
	C	2,976.85	35,722	17.17
	D	3,125.69	37,508	18.03
	E	3,281.97	39,384	18.93
22	A	3,297.51	39,570	19.02
	B	3,462.38	41,549	19.98
	C	3,635.50	43,626	20.97
	D	3,817.28	45,807	22.02
	E	4,008.14	48,098	23.12
29	A	3,918.20	47,018	22.60
	B	4,114.11	49,369	23.74
	C	4,319.82	51,838	24.92
	D	4,535.81	54,430	26.17
	E	4,762.60	57,151	27.48
30	A	4,010.90	48,131	23.14
	B	4,211.45	50,537	24.30
	C	4,422.02	53,064	25.51
	D	4,643.12	55,717	26.79
	E	4,875.27	58,503	28.13
33	A	4,318.69	51,824	24.92
	B	4,534.62	54,415	26.16
	C	4,761.35	57,136	27.47
	D	4,999.42	59,993	28.84
	E	5,249.39	62,993	30.29

POLICE EMPLOYEES (SWORN & NONSWORN) SALARY SCHEDULE Effective July 1, 2014 (1% Increase)				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,597.06	31,165	14.98
	B	2,726.91	32,723	15.73
	C	2,863.26	34,359	16.52
	D	3,006.42	36,077	17.34
	E	3,156.74	37,881	18.21
14	A	2,727.09	32,725	15.73
	B	2,863.44	34,361	16.52
	C	3,006.61	36,079	17.35
	D	3,156.94	37,883	18.21
	E	3,314.79	39,777	19.12
22	A	3,330.49	39,966	19.21
	B	3,497.01	41,964	20.18
	C	3,671.86	44,062	21.18
	D	3,855.45	46,265	22.24
	E	4,048.22	48,579	23.36
29	A	3,957.38	47,489	22.83
	B	4,155.25	49,863	23.97
	C	4,363.01	52,356	25.17
	D	4,581.16	54,974	26.43
	E	4,810.22	57,723	27.75
30	A	4,051.01	48,612	23.37
	B	4,253.56	51,043	24.54
	C	4,466.24	53,595	25.77
	D	4,689.55	56,275	27.06
	E	4,924.03	59,088	28.41
33	A	4,361.88	52,343	25.16
	B	4,579.97	54,960	26.42
	C	4,808.97	57,708	27.74
	D	5,049.42	60,593	29.13
	E	5,301.89	63,623	30.59

POLICE EMPLOYEES				
(SWORN & NONSWORN)				
SALARY SCHEDULE				
Effective January 1, 2015 (1% Increase)				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,623.03	31,476	15.13
	B	2,754.18	33,050	15.89
	C	2,891.89	34,703	16.68
	D	3,036.48	36,438	17.52
	E	3,188.30	38,260	18.39
14	A	2,754.36	33,052	15.89
	B	2,892.08	34,705	16.69
	C	3,036.68	36,440	17.52
	D	3,188.51	38,262	18.40
	E	3,347.94	40,175	19.31
22	A	3,363.79	40,365	19.41
	B	3,531.98	42,384	20.38
	C	3,708.58	44,503	21.40
	D	3,894.01	46,728	22.47
	E	4,088.71	49,065	23.59
29	A	3,996.95	47,963	23.06
	B	4,196.80	50,362	24.21
	C	4,406.64	52,880	25.42
	D	4,626.97	55,524	26.69
	E	4,858.32	58,300	28.03
30	A	4,091.52	49,098	23.60
	B	4,296.10	51,553	24.79
	C	4,510.91	54,131	26.02
	D	4,736.46	56,838	27.33
	E	4,973.28	59,679	28.69
33	A	4,405.50	52,866	25.42
	B	4,625.78	55,509	26.69
	C	4,857.07	58,285	28.02
	D	5,099.92	61,199	29.42
	E	5,354.92	64,259	30.89

POLICE EMPLOYEES				
(SWORN & NONSWORN)				
SALARY SCHEDULE				
Effective July 1, 2015 (1.5% Increase)				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,662.38	31,949	15.36
	B	2,795.50	33,546	16.13
	C	2,935.28	35,223	16.93
	D	3,082.04	36,984	17.78
	E	3,236.14	38,834	18.67
14	A	2,795.68	33,548	16.13
	B	2,935.46	35,226	16.94
	C	3,082.23	36,987	17.78
	D	3,236.34	38,836	18.67
	E	3,398.16	40,778	19.60
22	A	3,414.25	40,971	19.70
	B	3,584.96	43,020	20.68
	C	3,764.21	45,171	21.72
	D	3,952.42	47,429	22.80
	E	4,150.04	49,800	23.94
29	A	4,056.90	48,683	23.41
	B	4,259.75	51,117	24.58
	C	4,472.74	53,673	25.80
	D	4,696.38	56,357	27.09
	E	4,931.20	59,174	28.45
30	A	4,152.89	49,835	23.96
	B	4,360.53	52,326	25.16
	C	4,578.56	54,943	26.41
	D	4,807.49	57,690	27.74
	E	5,047.86	60,574	29.12
33	A	4,471.58	53,659	25.80
	B	4,695.16	56,342	27.09
	C	4,929.92	59,159	28.44
	D	5,176.42	62,117	29.86
	E	5,435.24	65,223	31.36

POLICE EMPLOYEES (SWORN & NONSWORN) SALARY SCHEDULE Effective January 1, 2016 (1.5% Increase)				
RANGE	STEP	MONTHLY	YEARLY	HOURLY
12	A	2,702.32	32,428	15.59
	B	2,837.44	34,049	16.37
	C	2,979.31	35,752	17.19
	D	3,128.28	37,539	18.05
	E	3,284.69	39,416	18.95
14	A	2,837.62	34,051	16.37
	B	2,979.50	35,754	17.19
	C	3,128.48	37,542	18.05
	D	3,284.90	39,419	18.95
	E	3,449.15	41,390	19.90
22	A	3,465.46	41,586	19.99
	B	3,638.73	43,665	20.99
	C	3,820.67	45,848	22.04
	D	4,011.70	48,140	23.14
	E	4,212.29	50,547	24.30
29	A	4,117.75	49,413	23.76
	B	4,323.64	51,884	24.94
	C	4,539.82	54,478	26.19
	D	4,766.81	57,202	27.50
	E	5,005.15	60,062	28.88
30	A	4,215.18	50,582	24.32
	B	4,425.94	53,111	25.53
	C	4,647.24	55,767	26.81
	D	4,879.60	58,555	28.15
	E	5,123.58	61,483	29.56
33	A	4,538.65	54,464	26.18
	B	4,765.58	57,187	27.49
	C	5,003.86	60,046	28.87
	D	5,254.05	63,049	30.31
	E	5,516.75	66,201	31.83



CITY OF ASTORIA

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**NO DOCUMENTATION IS INCLUDED
FOR THIS AGENDA ITEM**
