



AGENDA

ASTORIA CITY COUNCIL

Monday, July 16, 2018
7:00 PM
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) REPORTS OF COUNCILORS
- 4) CHANGES TO AGENDA
- 5) CONSENT

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

- a) City Council Work Session Meeting Minutes for June 13, 2018
- b) City Council Meeting Minutes for June 18, 2018
- c) Board and Commission Meeting Minutes
 - a. Design Review Committee – June 7, 2018
 - b. Library Board Commission – June 26, 2018
- d) Renewal of Intergovernmental Agreement with Clatsop County for Building Inspection Services
- e) Acceptance of Veterans' and War Memorial Grant for Doughboy Restoration
- f) Subgrantee Agreement with Community Action Team (CAT) to Administer the Housing Rehabilitation Program

6) REGULAR AGENDA ITEMS

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

- a) Agreement for Professional Services with Astoria-Warrenton Chamber of Commerce – Promote Astoria Funds
- b) Agreement for Professional Services with Astoria Downtown Historic District Association (ADHDA) – Promote Astoria Funds
- c) Downtown Parking and Visitor Information Agreement with Astoria Downtown Historic District Association (ADHDA)
- d) Agreement for Professional Services with Clatsop Economic Development Resources (CEDR)
- e) Continuity of Operations COOP/COG Plan Adoption
- f) League of Oregon Cities Legislative Priority Ballot Discussion
- g) Enterprise Zone Boundary Update

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


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



CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: JULY 11, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF JULY 16, 2018

CONSENT CALENDAR

Item 5(a): City Council Work Session Meeting Minutes for June 13, 2018

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

Item 5(b): City Council Meeting Minutes for June 18, 2018

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

Item 5(c): Board and Commission Meeting Minutes

- a. Design Review Committee - June 7, 2018
- b. Library Board – June 26, 2018

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

Item 5(d): Renewal of Intergovernmental Agreement with Clatsop County for Building Inspection Services

The City has utilized the services of Clatsop County to good effect over the years, and the City's building department and the County building department have worked cooperatively on many projects in the past. There has been an existing IGA with the County for provision of Building Code services which expired July 1, 2018. The County is obviously in close proximity to City Hall, which provides efficiency in sharing plans and files. The County has proposed renewal of the contract at the same hourly rate but with the addition of revenue sharing of plan review of 75% or with a \$75 minimum, whichever is greater. The revenue sharing is customary, and was the arrangement when the City contracted with private third party providers in the past. Jim Byerly has been providing plan review services for the city, however he is transitioning into

retirement. Staff will be monitoring how this change affects budgets as this expense will be dependent on how many commercial projects are submitted. Attached to this memorandum in an intergovernmental agreement which provides backup coverage. It has been reviewed and approved as to form by City Attorney Henningsgaard.

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

Item 5(e): Acceptance of Veterans' and War Memorial Grant for Doughboy Restoration

The Veterans' and War Memorials Grant Program was created and established by the Oregon Parks and Recreation Department to provide funding assistance to local governments for the construction and restoration of veterans' and war memorials. The program helps to honor Oregon's soldiers and veterans by commemorating their service to the country. The Parks Department, the American Legion Clatsop Post 12, Clatsop Community College's Historic Preservation Program collaborated and were successful in obtaining a 2018 Veterans' and War Memorial Grant from the State Historic Preservation Office to repair / replace the Doughboy Monument's terra cotta tile roof. The total cost for the roof repair / replacement is estimated at \$23,152 and the grant award is \$17,190. Earlier this year, the City received a donation of \$5,000 from the Samuel S. Johnson Foundation which will be used as match for the grant. The Historic Preservation Program will provide an estimated \$390 of in-kind volunteer match. The Parks Department's oversight and management of the entire project will be provided through an in-kind contribution valued at approximately \$631.

It is recommended that the City Council accept the 2018 Veterans' and War Memorial Grant and authorize the Mayor to sign the award agreement.

Item 5(f): Subgrantee Agreement with Community Action Team (CAT) to Administer the Housing Rehabilitation Program

On June 4, 2018 the City Council approved the contract with the State of Oregon to accept the \$400,000 Community Development Block Grant for the Housing Rehabilitation Program. This contract has been signed by both the Mayor and the Oregon Business Development Department (Business Oregon). It is now necessary for the City to enter into a subgrantee agreement with CAT to administer the program, which will begin the process to provide loans to low and moderate income homeowners. The draft sub grantee agreement is attached. Business Oregon is finalizing the review of the draft agreement, which should be complete by Friday, July 13, 2018. The City Attorney has reviewed it as to form.

It is recommended that City Council approve the subcontract and authorize the Mayor to sign it. Should Business Oregon have any changes to the subcontract prior to the July 16th meeting, the Council will be informed of them during the meeting.

REGULAR AGENDA ITEMS

Item 6(a): Agreement for Professional Services with Astoria-Warrenton Chamber of Commerce – Promote Astoria Funds

City Code Section 8.045.18 states “Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations.”

An agreement for Astoria-Warrenton Chamber of Commerce for Visitor Center Services in the budgeted amount of \$ 137,370 and Lower Columbia Tourism Committee professional services in the budgeted amount of \$ 198,640 has been reviewed by the City Attorney and is attached for Council consideration. The amounts for this agreement are in the Fiscal Year 2018-19 budget, adopted by Council at their June 4, 2018 meeting.

It is recommended that City Council approve execution of the Agreement for Professional Service with Astoria-Warrenton Area Chamber of Commerce.

Item 6(b): Agreement for Professional Services with Astoria Downtown Historic District Association (ADHDA) – Promote Astoria Funds

City Code Section 8.045.18 states “Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations.”

An agreement in the budgeted amount of \$ 40,000 for Astoria Downtown Historic District Association (ADHDA) has been reviewed by the City Attorney and is attached for Council consideration. The amount for this agreement is contained in the Fiscal Year 2018-19 budget, adopted by Council at their June 4, 2018 meeting. It should be noted funds were budgeted for ADHDA to manage parking control in the downtown area and this agreement will be brought to Council as a separate item.

It is recommended that City Council approve execution of the Agreement for Professional Service with Astoria Downtown Historic District Association (ADHDA).

Item 6(c): Downtown Parking and Visitor Information Agreement with Astoria Downtown Historic District Association (ADHDA)

ADHDA provides downtown parking enforcement and visitor information services to the City of Astoria. Administration of the program is left to the ADHDA. Parking violations written by the ADHDA, Community Outreach Officer (COO) are filed in Astoria Municipal Court with fine proceeds retained by the City. The City provides citation books and uniforms to the COO. Per city Code 8.045.18, ADHDA is

required to submit semi-annual reports to the City along with a listing of financial expenditures.

The funding for this agreement is included in the adopted Fiscal Year 18-19 budget in the Promote Astoria Fund. Attached is the annual Parking Enforcement and Visitor Information Service agreement for FY 18-19.

City Attorney Henningsgaard has approved the agreement to form.

It is recommended that City Council approve the agreement with ADHDA for Visitor Information and Parking Control.

Item 6(d): Agreement for Professional Services with Clatsop Economic Development Resources (CEDR)

City Code Section 8.045.18 states “Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations.” Funding sources for the Clatsop Economic Development Resources (CEDR) agreement are included in the budget and will be paid out accordingly from the following funds:

General Fund (Non-Interdepartmental)	\$ 3,320
Astoria East Urban Renewal District Fund	\$ 3,340
Astoria West Urban Renewal District Fund	<u>\$ 3,340</u>
Total	\$ 10,000

It is recommended the City Council approve execution of the Agreement for Professional Service with Clatsop Economic Development Resources (CEDR) for Fiscal Year 2018-2019.

Item 6(e): Continuity of Operations COOP/COG Plan Adoption

In March 2017, the City Council approved submitting a project application for a full-time Resource Assistance for Rural Environments (RARE) AmeriCorps participant to facilitate internal emergency management planning and support internal objectives.

The Continuity of Operations (COOP) plan provides resources for City departments to respond to, recover from, and train for hazards or emergencies that could interrupt essential functions critical to City operations.

Ultimately, the information gathered and presented in the Continuity of Operations / Continuity of Government (COOP/COG) plan will allow for a rapid, well-coordinated response to potential interruptions of City operations across facilities and for varying scenarios. Continuity planning strengthens employee resiliency during unforeseen interruptions or hazards. Due to the type of information gathered in a COOP/COG, regular updates are important to ensure continued resiliency across city departments. While the COOP/COG is a dynamic

document with certain information requiring changes and updates, the framework and design of the plan will remain the same. The framework provides the foundation to simplify use of the plan during training or an actual event.

While the COOP/COG plan helped outline internal requirements and structure, there was an identified need to support public education and awareness of emergency preparedness. During the initial phases of the public education component, research was undertaken to understand the types of resources readily available to the public. A component of the City web page will allow for the most information to be presented in a clear and concise manner for quick public access, across several preparation topics. A new web page location titled "Be Prepared" (http://www.astoria.or.us/Be_Prepared.aspx) has been created to present some of the best information to assist the public with preparing for a variety of events in the future. Due to the large amount of documents and literature available, sources were reviewed and chosen based on the clarity of content, creation by a trusted source (for example Oregon Office of Emergency Management) and ease in future maintenance of the web resources on the City website.

A short presentation will be made regarding the Continuity Planning process at the City Council Meeting on July 16, 2018. Staff will be on hand for questions after the presentation.

It is recommended that City Council adopt the Continuity of Operations / Continuity of Government (COOP/COG) plan and sign the promulgation statement for implementation of the information outlined by the COOP/COG plan.

Item 6(f): League of Oregon Cities Legislative Priority Ballot Discussion

League of Oregon Cities policy committees have been working to identify and propose specific actions as part of the League's effort to develop a pro-active legislative agenda for the 2019 session. They have identified legislative objectives to be considered by local jurisdictions. These objectives span a variety of issues and differ in the potential resources required to seek their achievement.

Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the League's 2019 legislative agenda.

The Mayor has gathered the top items from each Councilor to discuss. The top three items identified for discussion are:

- L. Lodging Tax Definition Broadening
- R. Property Tax Reform
- I. Infrastructure Financing and Resilience

The Mayor will facilitate further discussion on determining the additional priorities to be recommended by the City of Astoria.

Item 6(g): Enterprise Zone Boundary Update

At the March 2018 City Council work session, Melanie Olson from Business Oregon, Kevin Leahy from Clatsop Economic Development Resources (CEDR), and Bob Dorn of Hyak Maritime met with Council to discuss a possible extension of the Clatsop County Enterprise Zone to include portions of Astoria. Information about Enterprise Zones was presented at the meeting and is further attached to this memorandum. Enterprise Zones are an economic development tool which provide incentives primarily for manufacturing businesses. An Enterprise Zone does not supersede a municipality's zoning codes.

At the end of the work session there was Council consensus that they wished to see North Tongue Point as well as other portions of the City included in an Enterprise Zone. While Enterprise Zones primarily provide an economic development incentives for manufacturing uses; hotels are also eligible. The Council stated they did not want hotels to be an eligible for incentives

Business Oregon, CEDR, Clatsop County and City staff subsequently conducted the required analysis to determine Enterprise Zone eligibility in the Astoria city limits and have conducted analysis as to where Enterprise Zone boundaries should be recommended. The various zoning districts were reviewed to determine where manufacturing (including cottage manufacturing) was permitted. A draft map for Council review is attached to the memo.

The map is being presented to Council to determine if this is the boundary which they wish staff to bring forward in an implementing resolution. If there is concurrence, then it will be scheduled at a future meeting for consideration. Should City Council approve an implementing resolution, the expansion of the Clatsop County Enterprise Zone would also need to be approved by the Warrenton City Council, Port of Astoria Commission, and Clatsop County Commission. This is required as the three other entities were involved in creation of the existing Zone and any modifications must also approved by them. Melanie Olson from Business Oregon will be phoning in to the meeting should there be any technical questions on the matter.

It is recommended that Council review the proposed expansion to the Clatsop County Enterprise Zone and provide direction if there is concurrence with the proposed boundary.

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

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

Councilors Excused: None

Staff Present: City Manager Estes and Planning Consultant Johnson. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

RIVERFRONT VISION PLAN URBAN CORE IMPLEMENTATION

City Manager Estes gave a brief overview of efforts to implement the Urban Core Area of the Riverfront Vision Plan, which aligned with City Council's goals. He noted grant funding timelines, the scope of work, and anticipated expenditures. Future work would need to be done by consultants as Staff had limited capacity. The consultant work is within the City Manager's spending limit, but Staff wanted feedback from Council before moving forward.

Planning Consultant Rosemary Johnson reviewed the Riverfront Vision Plan via PowerPoint. She provided a brief history of waterfront development planning projects that led to the Plan, explained how the Plan was developed, the intent of the Plan, and the implementation work done to date.

Staff described the process they would use to implement the Urban Core Area and explained options for moving forward. Council discussed and Staff responded to comments and questions with the following key comments:

- The Astoria Downtown Historic District Association (ADHDA) was already in the process of implementing a parking district plan, which was approved by City Council a few months ago. Their first step is an analysis of available parking and parking needs in the downtown core an area from 6th to 16th Streets and from the waterfront to Exchange Street.
- Staff answered questions about the various district delineations of downtown and gave a detailed description of the difference between a local historic inventory area and a National Register Historic District.
 - Currently, the downtown parking district requires employees of downtown businesses to park outside the district. The analysis would assess potential parking needs that could arise as a result of future development, with an emphasis on taking advantage of underutilized properties. Results of the analysis would inform potential policy changes and funding opportunities.
 - Staff did not know when the ADHDA would have a complete analysis.
- Councilors discussed overwater residential development. Such development could be counter to the City's efforts to provide housing for Astorians because it would be so costly. It would also impact views, so developing policy to allow it might be pointless. However, there may be ways to allow overwater residential development while preventing second home ownership and encouraging workforce housing.
 - Staff reminded that Council could provide direction to Staff and the Planning Commission (APC) about whether to consider overwater housing. They confirmed very little overwater development had occurred due to cost. Staff had worked with some property owners on improvements, but the Plan and historic designations had prevented any new overwater development. There had been no recent interest in overwater development. Staff described the types of overwater development allowed in other areas of the Riverfront Vision Plan.
- Staff is ready to sign a contract with consultants as soon as City Council wants to proceed. This implementation process would likely take a year because all of the public meetings would be held up front before a draft is developed and the legal process is completed. The APC has already requested an orientation work session on this topic.
 - Councilors speculated on what the public would advocate for. The intent of the Plan is to balance development with protected views and there are ways to allow development without destroying views. However, citizens may advocate for protected views while businesses advocate for development.
 - Staff confirmed that implementation would be done through a legislative process, which does not restrict City Council's involvement the way a land use review process does. However, Councilors would need to

make sure they avoid any perception of bias and refrain from making a final decision prior to the public hearing.

- Staff answered questions about existing height limits and explained how Code amendments preserved view corridors in several areas of the city. The APC would review concepts and discuss what options for view corridors would be appropriate in the Urban Core Area.
- Staff explained how the workload, Staff's capacity, and other large City projects would impact the implementation timeline. Applicants for the Community Development Director position were being reviewed and the next step would be phone or video interviews with City Manager Estes. Additionally, the City was receiving a large number of permit applications.
 - Councilor Nemlowill requested that Code amendments on short-term rental permits be completed before the City began working on the Urban Core Area. Councilor Price agreed. Staff noted other Code amendments the APC was currently working on and said they would reprioritize those efforts accordingly.
- Riverfront property owners have the first right of refusal to lease adjacent overwater parcels from the Division of State Lands. Page 57 of the Plan includes a map of the properties with first right of refusal and shows which properties are leased. Staff explained the process necessary to develop overwater properties and why redevelopment was an easier and less expensive process than new development. They also provided details on Chester Trabucco's lease, his existing permits, and how the City's Code would apply to future development on his properties.
- After implementation, all new development would be required to comply with current codes. Existing buildings would be grandfathered in to an extent. Staff answered questions about how the Code would be applied in unique situations, citing examples of past development projects along the waterfront.
- Staff provided an update on efforts to develop the Clatsop County Enterprise Zone. Tongue Point, the Port of Astoria, and Clatsop Community College have expressed interest in being included in the zone area. Astoria City Council would be the first of all jurisdictions involved to review the final plan.

Staff confirmed they had received clear direction from Council about how to move forward.

Mayor LaMear called for public comments.

George Hauge, Astoria, said he hoped parking would be a requirement because he did not feel the ADHDA's efforts would be adequate. A currently proposed development already needed more parking than is available. He believed this trend would continue as the riverfront is developed further. Additionally, he did not want views blocked or limited to view corridors, but he supported the renovation of existing buildings. He asked Councilors to encourage everyone on their contact lists to appear at the public meetings on the Urban Core Area.

Jan Mitchell, Astoria, stated that when the Riverfront Vision Plan was adopted, Astoria had a very different City Council and Planning Commission, and there were people who wanted to develop waterfront properties. She appreciated that the economic collapse in 2008 prevented that development. It would have been very difficult for Council to turn down the condominium projects that had been proposed at that time because the developers were beloved citizens who had contributed to the community. Only about 30 percent of the existing condominiums on 39th Street are occupied by year-round residents; that is why that particular property does not have a parking problem. She believed there was a lot of wisdom in making choices that benefit people who live in Astoria because doing so would ultimately benefit the visitors as well. She wished that someone would do an analysis of the balance between hotel rooms and population to determine just how much tourism would benefit the community.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:38 am.

ATTEST:

APPROVED:

Finance Director

City Manager

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

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

Councilors Excused: Nemlowill

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

PRESENTATIONS

Chief Spalding recognized Deputy Chief Eric Halverson for serving with honor and distinction in August 2017 during a difficult time in the department. He presented Deputy Chief Halverson with a Distinguished Service Award, one of the highest honors available.

City Manager Estes said on behalf of the citizens, City Council, and Staff, it was an honor to work alongside Deputy Chief Halverson. He appreciated all of the effort and challenges that Deputy Chief Halverson took on during a time of transition. He presented Deputy Chief Halverson with a plaque/certificate in recognition of his distinguished service.

Deputy Chief Halverson said the department was held together by other members of the department. He was fortunate to have Staff that stood behind him and helped, so the award was really for Staff.

Item 3(a): Astoria Police Department – Swearing In of New Police Officer Alexander Whitney

Chief Spalding introduced Alexander Whitney, noting his personal and professional backgrounds.

Officer Whitney recited the Oath of Office.

REPORTS OF COUNCILORS

Item 4(a): Councilor Jones thanked Mayor LaMear for the letter she sent to the Coast Guard's commandant, Admiral Schultz, congratulating him and encouraging the Coast Guard to bring FRCs and LPCs to Astoria. He attended the Change in Command at Coast Guard Station Cape Disappointment, where the first woman, Lieutenant Jessica Schaffer, took command. She graduated from Purdue University, then became a Surfman at Cape Disappointment, then was commissioned as an Officer.

Item 4(b): Councilor Price said that several times over the last week she heard a lot about the deer population, which seemed to be on the rise. She believed City Council should discuss the deer. She had also received several requests that the City do something about the bushes on the Riverwalk near Safeway. The bushes are on private property, but she encouraged the City to incentivize the property owners to take care of the problems on the eastern side of town. She was asked why ground floor residences could not be in unoccupied commercial buildings downtown. City Manager Estes responded that when planners zone downtown areas, they look for ways to create an urban environment with activity, storefronts with windows, shoppers who come and go. Residential units that take up an entire building would not offer the vibrancy of a retail shop. Residences are typically permitted on upper floors.

Councilor Price added that when several storefronts are empty, it is better wait out the business cycle and wait for retail to come back rather than changing the zoning codes. She noted that the question came up at a Homelessness Task Force meeting. City Manager Estes said first floor housing would be more appropriate on the edges of downtown where zones are transitioning to residential.

Councilor Price reported that she participated in several of the Astoria Pride events over the weekend. The events were a wonderful experience for downtown businesses who said they received a lot of well-behaved crowds. She wanted the City to walk behind a banner in events like Astoria Pride and the Regatta. She liked the idea of being on the ground with the residents and throwing candy instead of riding with the Fire Department.

Item 4(c): Councilor Brownson welcomed Officer Whitney and said one of the City's goals was to get the Police Department fully staffed. He was grateful that another new employee would be hired soon. He encouraged people to attend the music festival. He attended one of the concerts on Saturday and, as always, the music was outstanding. The community should appreciate that opportunity. He reported that City Council's work session was on the Urban Core area of the Riverfront Vision Plan, the last of four areas to be implemented. He looked forward to discussing that with the community. His next Meet Your Councilor event would be on Saturday at Three Cups of Coffee at 9:00 am.

Item 4(d): Mayor LaMear reported that she had spent most of her time with the Library Foundation and the Homelessness Task Force. Both were coming along well. She announced that the Library Foundation had buttons, which a member of the audience displayed.

CHANGES TO AGENDA

There were none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) City Council Work Session Minutes of 5/21/18
- 6(b) Boards and Commission Minutes
 - (1) Design Review Committee Meeting of 5/3/18
 - (2) Historic Landmarks Commission Meeting of 5/15/18
 - (3) Planning Commission Meeting of 5/22/18
- 6(c) Fire Department Status Update
- 6(d) Police Department Status Update
- 6(e) Doughboy Monument Repair – Contractor Selection and Contract
- 6(f) Fee Agreement with Propel Insurance
- 6(g) Addition of Job Description for Parks Department Part Time and Seasonal Positions
- 6(h) Addition of Job Description for Fire Department Part Time Hazmat Position

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

REGULAR AGENDA ITEMS

Item 7(a): Second Reading and Adoption: Ordinance Modifying City Code 6.135 Relating to Special Police Officers

The City of Astoria partners with the Astoria Downtown Historic District Association (ADHDA) to provide parking enforcement in the Downtown District. The ADHDA Community Outreach Officer (COO) is appointed by the authority of the City Manager as a Special Police Officer. The COO's duties include enforcement of parking violations. Currently the COO does not drive a vehicle and utilizes a small non-electric scooter to improve her mobility. Current City ordinances prohibit roller skates, skateboards, coasters, toy vehicles or similar devices. The law was amended several years ago to prevent damage and injuries by irresponsible individuals in the downtown area.

Attached is a draft ordinance which would allow the City Manager to exempt certain regulations restricting the use of or operation of vehicles, skateboards or similar devices downtown. Passage of this modification would allow increased mobility and productivity for the COO without violating the intent of the City ordinance.

It is recommended that Council hold a second reading and adopt the ordinance amending City Code 6.135.

Director Brooks conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Price, to adopt the ordinance amending City Code 6.135 relating to Special Police Officers. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 7(b): Resolution to Update Wage and Salary Schedules

Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of Astoria and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions, whether a position is being deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution. This proposed resolution implements the following changes effective July 1, 2018:

- General/Parks (Schedule A) - 2.75 percent wage adjustment as specified in their contract expiring June 30, 2019
- Public Works (Schedule D) - 2.75 percent wage adjustment as specified in their Contract expiring June 30, 2019
- Management and Confidential (Schedule E) - 2.0 percent wage adjustment
- Part-time and Seasonal Groups (Schedules F-1 and F-2) - Adjustments have been made to separate Parks and Recreation non-benefited part-time and seasonal positions. This is part of the restructure in progress in the Parks and Recreation department. By establishing Schedule F-1 for Parks and Recreation positions there are defined steps by positions. Hazmat Team Member position is added for the Fire Department in Schedule F-2 to facilitate the training and response expenses for reimbursement through the State. Oregon minimum wage increase, effective July 1, 2018, is reflected in both Schedules.

It is recommended that City Council adopt the Salary Resolution as presented.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Jones, to adopt the Salary Resolution as presented. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 7(c): Resolution to Transfer Appropriations within Parks Operation Fund Budget for FY2017-2018

ORS 294.463(1) provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the original and supplemental budgets were originally appropriated, amounts anticipated for the Aquatics Department expenses did not anticipate necessary increases for chemicals and staff turnover resulting in additional expenses for the year. Sufficient appropriations are available in the Parks Fund to transfer appropriations between departments. Additional transfers outside of Parks are not required.

A transfer of appropriations in the amount of \$ 30,000 from the Parks – Recreation/Administration Department to the Aquatics Department is required within the Parks Operation Fund.

It is recommended that City Council approve the transfer of \$30,000 from the Parks – Recreation/Administration Department to the Aquatics Department of the Parks Operation Fund.

City Council Action: Motion made by Councilor Price, seconded by Councilor Brownson to approve the transfer of \$30,000 from the Parks – Recreation/Administration Department to the Aquatics Department of the Parks Operation Fund. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 7(d): Resolution to Transfer Appropriations within Maritime Memorial Fund Budget for FY2017-2018

ORS 294.463(1) provides guidance for the transfer of appropriations within a fund, when authorized by resolution of the governing body.

At the time the original budget was originally appropriated, amounts anticipated for the Maritime Memorial Fund expenses were based on historical data. The requests for engraving exceed the budgeted expectations. To ensure adequate appropriations are available for the annual requirements it will be necessary to transfer \$ 2,500 from Capital Outlay to Materials and Services within the Maritime Memorial Fund. Sufficient appropriations are available to initiate the transfer with no change to the overall requirements of the fund.

A resolution transferring appropriations in the amount of \$ 2,500 from the Capital Outlay to Materials and Services within the Maritime Memorial Fund is attached.

It is recommended that City Council approve the transfer of \$2,500 from the Capital Outlay to Materials and Services within the Maritime Memorial Fund.

City Council Action: Motion made by Councilor Brownson, seconded by Councilor Jones to approve the transfer of \$2,500 from the Capital Outlay to Materials and Services within the Maritime Memorial Fund. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 7(e): Resolution Amending Water and Sewer Fees

The Public Works Fund budget, approved by the Budget Committee on April 25, 2018 and adopted by the City Council on June 4, 2018 provides for increases in rates and fees for water and sewer services.

The rate adjustments are as follows:

- WATER RATES – increase of 3 percent
- SEWER RATES – increase of 3 percent
- SEWER SURCHARGE – no change

It is recommended that City Council adopt the proposed Water and Sewer Resolutions for the fiscal year 2018-19.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Brownson, to adopt the Water Resolution for the fiscal year 2018-19. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

City Council Action: Motion made by Councilor Price, seconded by Councilor Brownson, to adopt the Sewer Resolution for the fiscal year 2018-19. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 7(f): Resolution Amending the Fee Schedule for Ocean View Cemetery

To assist in achieving this goal the Parks and Recreation Department charges fees to assist in the cost recovery of the Department operations. The Department's budgeted cost recovery for the 2018-2019 fiscal year is 44 percent. The Parks and Recreation Department is able to achieve this high cost recovery and revenue generation due to revenue generation, business practices, and innovations. On April 6, 2015, the Astoria City Council amended the fee schedule to approve a 40 percent increase effective April 7, 2015 – June 30, 2015 and then an additional 10 percent increase for fiscal year 2015-2016 for the services provided at Ocean View Cemetery, with the intent of increasing the fees by 10 percent every fiscal year beginning 2016 to the fiscal year ending of 2022. In 2015, 2016, and 2017 City Council continued implementing this proposal by increasing rates an additional 10 percent prior to the start of each fiscal year. It is proposed that fees be increased by an additional 10 percent effective July 18, 2018.

It is recommended that City Council authorize this fee schedule edit in order to meet the budgeted cost recovery for the 2018 – 2019 fiscal year and to offset maintenance costs at Ocean View Cemetery.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Price, to amend the Fee Schedule for Ocean View Cemetery. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

Item 7(g): Authorization to Bid – 2018 Paving Project

The Public Works Department developed a list of the following streets to be included in the 2018 Paving Project. These locations were chosen using input from the City's pavement maintenance software, anticipated future project needs, stopgap maintenance obligations, field evaluation, and cost efficiency considerations.

Road Description	From	To
15th Street	Duane Street	Franklin Avenue
14th Street	Marine Drive	Commercial Street
11th Street	Duane Street	Exchange Street
Franklin Avenue	10th Street	12th Street
West Bond Street	West Marine Drive	Hume Avenue
West Grand Avenue	Elsie Avenue	Lincoln Street
Denver Street	Florence Avenue	West Marine Drive
4th Street	Niagara Avenue	Cul-de-sac
5th Street	McClure Avenue	Nehalem Avenue
Irving Avenue	16th Street	18th Street
Cedar Street	47th Street	51st Street
Birch Street	51st Street	53rd Street
51st Street	Cedar Street	Birch Street
53 rd Street	Birch Street	Ash Street

The project will include asphalt pavement overlay, asphalt grinding, ADA ramp upgrades, road base reconstruction, curb repair, striping and other associated improvements. The construction estimate for this project is approximately \$600,000, including a 10 percent contingency. Funding for this project is available in the Astoria Road District Fund (Local Fuel Tax Fund).

It is recommended that City Council authorize staff to solicit bids for the 2018 Paving Project.

City Engineer Nathan Crater gave a PowerPoint presentation on the 2018 Paving Project, which included an overview of paving techniques, the focus of the project, street selection methods and criteria, an explanation of good pavement management, cost efficiencies, and a map of work planned in 2018. He described some unique challenges on a section of Niagara, which required a field inspection and landslide mitigation. Once Staff receives a geotechnical engineering report, the road will be smoothed out and repaved. He confirmed the pavement project would not include pot holes. Funding for the project came entirely from the fuel tax. Astoria and Warrenton charged three percent. Tax revenues are received every year from ODOT, but Astoria banks the funds so that Staff can do a \$400,000 to \$600,000 paving project every other year. The 2018 project is estimated to cost right at \$600,000. During the off years, Staff does other maintenance like crack sealing, which is also paid for out of the same fund. He confirmed that pavement conditions were being kept steady. In order to prevent deferred maintenance from piling up, the City would two to three times more funding. The Engineering Division stretches dollars as far as possible, but the funding has been adequate to maintain the current level of pavement conditions. Staff has done a good job adding paving projects to other projects, like the Combined Sewer Overflow (CSO) project.

Councilor Price asked what other jurisdictions' fuel tax percentage was. City Manager Estes said he did not believe the County charged a gas tax. When the City had to renew the gas tax a few years ago, Warrenton and Astoria renewed together. It is legal to renew the three percent tax, but if the City wanted to increase the percentage, the total amount would have to be approved by the voters. If the voters do not approve the increase, the entire gas tax is eliminated altogether. He understood the same rules would apply to a seasonal gas tax.

City Council Action: Motion made by Councilor Price, seconded by Councilor Brownson, to authorize staff to solicit bids for the 2018 Paving Project. Motion carried unanimously. Ayes: Councilors Price, Jones, Brownson, and Mayor LaMear; Nays: None.

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

Fred White, 2011 Irving Ave, Astoria, said he had sent the Mayor and each Councilor an email on Sunday but did not know whether the email had been received. His email was in regard to the Fire Department's training exercise they performed on Saturday. He apologized for using the word bellowing instead of billowing in the case of smoke. He appreciated and respected firefighters and what they do for the community. He had seen them in action in his neighborhood multiple times, sometimes with the same person over and over for various emergencies. He also supported the need for ongoing training that firefighters need to have. But, he believed burning down derelict buildings and filling a great portion of the city with toxic smoke is not the way to go. Many state of the art alternatives were available to firefighters that mimic the same situations found in a burning building, such as the college's MERTS program does for the maritime industry's fire fighter training. If the department does not have the budget to send people to train, that needs to be addressed by City Council. His house was enveloped with smoke, ash came down, and it went on for more than two hours. He was walking on the bridge between 18th and 19th to see if there was a real fire and by the time he got home it was difficult to breathe. His windows were open as well. That type of exercise is last century. There are modern ways to do this and there should not be any more of these trainings. He hoped City Council would forbid that type of training in the city because it is dangerous.

Chief Gascoigne confirmed that he read the email and appreciated the feedback. Mr. White made valid points in the email. The department spent a lot of time talking with surrounding neighbors immediately affected. However, the City's public notice fell between the cracks. While the department wants to notify those who will be affected, they do not want to advertise the exercises because many people will show up with lawn chairs to watch. He had realized that not much notice had gone out, so he put out one last Facebook post on Friday, which was enough to get more than 50 spectators first thing in the morning. He apologized for the lack of notice. The department uses MERTS a lot because it is a valuable training tool for learning initial techniques and teamwork. Unfortunately, those facilities do not replicate any fire conditions, reactions, or behaviors, so they cannot provide realistic training. The Fire Department has a very small Staff, so they rely heavily on volunteers. City Council is aware of the continuing issue of trying to recruit and maintain volunteers. For most of their volunteer fire fighters, this was their first real fire attack experience. They will tell you it was nothing like what they have experienced at MERTS or in their training so far and that it was extremely valuable. The conditions were dramatically different and fire fighters do not know how they will respond until they face those conditions. They have to learn how fire will react. He agreed that this was not the way the department should be training anymore. It has been a long since the department has done a Burn to Learn in Astoria. About three years, they did a demolition burn in Alderbrook at the request of the homeowner and the City. This request was made by Columbia Memorial Hospital and the department got over a year of training out of the building. Astoria has not had that kind of training in most of his 30 years on Staff. Every time the Fire Department had pushed for a training facility in town, with a small tower and a concrete block building, there was never a location. Occasionally, the department will send people out of town to training in other districts, but those have become few and far between. He would like to see changes, but that would require the development of a training facility.

Councilor Brownson asked if toxic materials were burned. Chief Gascoigne said the building went through the demolition permit process, which included testing for asbestos, lead, and 17 or 18 other toxic substances. Regardless of the demolition process, toxic substances would have been abated prior to being demolished. All test results for this building were negative. Columbia Memorial Hospital paid for the process. The National Fire Protection Association codes dictate how these trainings are done to ensure environmental and firefighter safety. Furniture, carpet, and any synthetic materials must be removed. They were left with sheetrock walls and bare floors and their fire sets were pallets and straw. The building did have roofing material, which was permitted and did not have to be removed. That accounted for some of the black smoke. The rest of the black smoke and ash was a product of incomplete combustion, which they to mitigate by keeping fires as hot as possible. The aerial ladder was spraying a stream directly into the smoke to knock as much out of the air as possible and keep it from drifting, but there were times when they needed to use that stream to protect the structure next door.

Councilor Brownson said he appreciated Mr. White's concerns. He asked if Astoria had talked with other fire departments in the county to collaborate on a training facility. Chief Gascoigne said there had been some

discussion, but other departments do a lot more Burn to Learn events than Astoria. Astoria's last Burn to Learn was 15 years ago. Such trainings have went by the wayside because of the way the city is situated on the hill and the houses are so close together. There was too much angst among neighbors about the smoke. This building lined up well; there was a lot of space around it, it was very defensible, and it was up against the hillside. However, the wind cannot be controlled. All of the other cities would want a training facility in their back yard. Everyone uses MERTS, but no one in the county has a training facility with a concrete building; however, staying in the district to provide protection while training would still be a problem.

Councilor Brownson said he had experience as a sailor and a participant in off shore races taking courses in safety and survival at sea. There is a huge difference between getting into a life raft in a swimming pool and being taught in a classroom about situations at sea versus actually being thrown into the water with full gear and getting into a life raft. There is a visceral difference between an intellectual exercise and the reality. There is great value in finding a way to do that without getting ourselves into situations where we're burning down houses in town. He thanked Mr. White for bringing his concerns to the City's attention.

Mayor LaMear asked if MERTS would be interested in constructing another type of firefighting training facility. Chief Gascoigne said MERTS was constructed for shipboard firefighting, which limits its use by the City. They focus on the maritime industry, not structural firefighting. Although, they do have a fire science program and it would benefit them to have a different training facility.

Councilor Price said she looked up Burn to Learn on Google while Chief Gascoigne was speaking. The practice is used widely throughout Oregon. She believed Astoria would not have another one for 15 more years and that the next fire chief would also say the negatives outweigh the positives. Maybe there will be a better training facility by the time that happens again. She was not concerned about toxicity, but appreciated that Mr. White brought his concerns to the City's attention. She suggested the Fire Department announce that a Burn to Learn would occur sometime during a week so they can avoid spectators.

Mr. White said his wife had chemical sensitivities. Saying the City would burn a house down sometime in a week would impact her life the way the CSO project did 10 years ago when she had to leave town every day because four or five diesels were going right at their intersection. If he had received notice about the Burn and Learn, they could have left town. There are a lot of people with asthma and it only took two minutes for the smoke to reach his house. He believed any cost benefit analysis should also account for the people who would have toxic substances spewed on to them compared to training that takes place outside of town. He believed the facilities were not used every day and were available for rent.

Councilor Jones appreciated Mr. White and Chief Gascoigne's' comments. If appropriate safeguards were put in place and broader notifications were sent out next time, he would support another Burn and Learn. Training is so much more effective when it is realistic. With great concern for those with breathing issues, he would be more concerned about something happening to a fire fighter because they did not have the opportunity to train in an actual house on fire.

Mr. White stated there was no comment period on the paving presentation. He asked if the paving would include curb cuts for wheelchair accessibility at intersections.

Engineer Crater responded that the paving project would absolutely include ADA ramp upgrades anywhere the overlay would touch the curb. Staff is selective about optimizing the ramps because they are expensive, so a few existing ramps that were constructed before 1996 do not have to be upgraded and will just be tweaked a bit because they are already compliant.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:04 pm to convene the Astoria Development Commission meeting.

ATTEST:

APPROVED:

Finance Director

City Manager

DRAFT

DESIGN REVIEW COMMITTEE
Astoria City Hall
June 7, 2018

CALL TO ORDER:

President Rickenbach called the meeting to order at 5:30 p.m.

ROLL CALL – ITEM 2:

Commissioners Present: President Jared Rickenbach, Vice President LJ Gunderson, Leanne Hensley, and Hilarie Phelps. Sarah Jane Bardy arrived at 6:01 pm.

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

President Rickenbach noted Sarah Jane Bardy would arrive late, and he welcomed Tiffany Taylor.

ELECTIONS OF OFFICERS – ITEM 3:

In accordance with Section 1.115 of the Astoria Development Code, the DRC needs to elect officers: update Secretary Anna Stamper to Tiffany Taylor.

Vice President Gunderson moved to elect Tiffany Taylor as Secretary for 2018; seconded by Commissioner Phelps. Motion passed unanimously.

APPROVAL OF MINUTES – ITEM 4:

President Rickenbach called for approval of the minutes of the May 3, 2018 meeting. Commissioner Tuter moved to approve the May 3, 2018 minutes as presented; seconded by Commissioner Andrew. Motion passed unanimously.

PUBLIC HEARINGS:

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

ITEM 5(a):

DR17-03 Design Review DR17-03 by Gary Vallaster, Astor Venture, LLC to construct an approximately 11,580 square foot commercial building at 2350 Marine Drive (Map T8N-R9W Section 9Cb; portion of Tax Lot 6803; portion of Block 144, Shively's), within the Gateway and Civic Greenway Overlay Zone in the LS (Local Service) Zone. Permit and public hearing continued from 5/3/18 meeting.

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

President Rickenbach declared a potential conflict of interest as a general contractor. However, he was not involved with this project and did not believe it to be an issue.

Commissioner Hensley declared that she was a design professional, but was not contracted by the Applicant.

President Rickenbach called for a presentation of the Staff report.

Planner Ferber reviewed the Findings and Conditions contained in the Staff report. Since the May meeting, the Applicant had submitted additional design criteria, which had been added to the Staff report. Additional public testimony had been received and was made available at the dais and to the audience. Staff recommended approval with conditions.

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

Don Vallaster, 711 SW Alder St, Portland, gave a PowerPoint presentation on the additional information submitted since the May meeting. The presentation was a brief overview of the site plan, the interior layout of the store, a roof plan, exterior features, landscaping, lighting, and changes made in response to the discussion at the May meeting. During the presentation, he noted the following:

- The required setback is 25 feet because the view corridor along 23rd Street is open all the way to the river.
- Keeping the building on the corner maximized the sense of an urban enclosure on the street. He hoped the sites to the south would be redeveloped because having buildings instead of sidewalks close to the street would provide an urban enclosure and a good pedestrian street on 23rd.
- Widening Steam Whistle by four feet would impact two homes to the north. The street would be one-way traffic going left. It would also be the same width as the street that intersects with Steam Whistle from above. The two 12-foot traffic lanes would create plenty of room for traffic in and out. A Ford F150 is 6'8" wide and a Honda Civic is 5'11" wide.
- The project is located in a qualified census tract, which means the property owner could get new market tax credits and favorable financing, which would lower the rent for the co-op. This ensures a higher chance of success to provide good food to the community.
- The proposed layout minimizes pavement and maximized landscaping on the site.
- Truck traffic will be able to back in, provide service, and be gone in a short period of time. This would be minimally intrusive to 23rd Street.
- The store will have two entrances, one on the south side and the main one on the east side. The entrance on 23rd has been enhanced with steps because the sidewalk is approximately 2 ½ feet from the store. A walkway would be installed from the door on the south side to 23rd. To emphasize the main entrance on the east side, a six-foot sidewalk on Steam Whistle would continue across the north end of the property all the way over to the apartment building to the east of the site.
 - Three groups of pedestrians have been identified: People coming from the hospital, Mill Pond residents, and residents of the apartments.
- The roof plan included the requested information on all of the equipment. However, he wanted flexibility to choose the brand of air conditioner. He proposed to use a grey roof membrane and a mushroom cap on top of the kitchen hood.
 - No enclosure was proposed for the equipment on top because the parapet would screen views of the equipment on the building. The criteria states the equipment should not be visible from a distance of 100 feet from the building. The parapet height would be 20-feet and the bottom of the trusses would be at 14-feet. He did not want to go any higher than that because of wind loads.
- No changes have been proposed to the east entry side of the building, but Staff had requested more information about the entry door system. They would just be using standard issue doors that automatically open. They come in 6-foot wide or 8-foot wide.
- In response to the last meeting, they have decided to emphasize the entry sequence from 23rd into the building by extending the arbor all the way across to the end of the building. It would be left open on the south end so that vines could be grown. The entry and outdoor patio seating would be covered.
- On the west side of the buildings, windows have been added and the windows would be taller. Some of the windows looking into the offices would have 12-foot head height. The kitchen area would have smaller windows because the ceiling must be cleanable. Shrouds will be put around the smaller windows to cut down the glare into the kitchen. As pedestrians walk by, they will be able to look in and see all of the production areas. The center is the only place without windows because it would contain bathrooms and a walk-in cooler, but he proposed a tree espalier in that area.
- On the north elevation, a trellis system would be used to grow vines, which would screen the trees in the back along the wall of the delivery area. It would be eight-feet high, which is a comfortable height for pedestrians to walk beside. It would also be five-feet from the sidewalk.
- Signage would be placed on the corner of the building. The arbor would make for a more welcoming entrance to the building. In the foreground down below, there would be planters with edible materials that

change with the seasons, like lettuce, peas, or winter cabbage. This would enrich the pedestrian path along 23rd.

- In response to comments from the Mill Pond design committee, the wall would be solid, not porous. Planting material would be in front of the wall to camouflage it.
- The espalier would have two different types of apple and possibly a pear tree. It will take a little while to grow, but it would be a nice, rich wall as it matures over the years. It will also change with the seasons.
- Staff had requested dimensions of the siding, which he displayed on a slide.
- The planters would be steel and about a foot high with some gravel between them. The co-op will plant what they believe is appropriate.
- Window surrounds would be six to eight inches. They would cast a shadow on the window and provide detail on the wall.
- Wisteria would be planted on the entry arbor.
- There was a request to add lighting on the north walkway next to the delivery area. He proposed lighting at 30-inches high that cast light onto the walking surface. Sconces would be located in the espalier area. Lights would also light the walkway on the east side of the building. Pole mounted lights would be in the parking lot. He preferred something more energy efficient, but the Commission wanted traditional light fixtures. Simple can lights would be underneath the awning. Down lights would be used close to the building.
- The landscaping and arbor have been revised. Two windows have been included on the left of the delivery room and a big window has been added above the door out of the back of the grocery store. The west wall was also revised. Originally, the wall was minimal. Now, it is richly landscaped, has a lot of windows, and has a pronounced pedestrian walkway into the store on the south end of the building.
- The concrete stem wall would be 3'6", but the Staff report stated it would be 4'6". The height was recommended by the co-op's consultant who believed the height would minimize damage by shopping carts. Metal would go above the damage zone. People tend to be pretty careless when they put the shopping carts back.
- The landscaping on the corner may change slightly.
- There would be wood siding underneath the canopy to indicate the location of the entry. This is different from the siding on the rest of the building. It is also much warmer and indicates a pedestrian zone, not just a normal side of the building.

President Rickenbach called for testimony in favor of the application.

Matt Stanley, 664 Kensington Ave, Astoria, said he wanted to make it clear that at this point, he felt they substantially met the criteria in the Code. The orientation seemed to be one of the big sticking points. They chose the orientation with a lot of intent and Mr. Vallaster did a good job delineating the details in his narration about why it meets the criteria and why they chose that orientation. It is also the best orientation for the co-op operations as well. He was working with a team of people who build grocery stores across the country for food co-ops and this is the way they can be most successful. The Code says no vehicle use areas between building faces and the street. Any other orientation would violate that. They've chosen the most pedestrian friendly orientation and any other way would put parking in front of the building. That is a box store mentality, which is exactly what the Gateway Code tries to prevent. He felt they really met that criteria and this is the best way the co-op can be successful. Mill Pond residents are promoting a Plan B, but that would not work. Trucks going through customer traffic areas is suboptimal. They are asking for their proposed orientation to be approved. They've made a lot of accommodations; widening of Steam Whistle is a big one that comes with substantial costs. They are willing to do that because they believe it is a valid point. Another change since the last meeting is that they have agreed to have the ingress and egress be one-way. There is now only one choice to come out of the parking lot. They have made a reasonable attempt to meet the concerns raised at the last meeting. The walkway, ramp, and staircase going down into the deli seating area lead to a door for people to enter the co-op. It will be obvious with the landscaping where pedestrians should go to get to the store. The co-op has done more than its due diligence. Over the years, they have worked with the City and Mill Pond on this project. This story is like *The Little Engine That Could*. It has taken an incredible amount of work to get this point. They are now financed to get the project going and they are operationally prepared. They have alignments on the increased offerings they know the community wants. He asked that the Commission make haste and let them move forward.

Sarah Jane Bardy arrived at 6:01 pm.

Cathy Cruckshant, 1025 Franklin, Astoria, said she supported the co-op and the proposal. The new store would be a terrific improvement to what you see along 23rd. She walks in that area quite a bit and delivers the Astoria Senior Center meals in that area on Fridays. The look of additional windows and additional access is a huge improvement since the last meeting. The location is great for travelers who are coming to the city. The current co-op is very hard to find and this will enhance people's experience in Astoria. All the seniors she delivers to in the area would welcome a place they can safely walk to for grocery shopping and a place where they can sit down and have a cup of coffee with their neighbors. Otherwise, it is very busy where they live, crossing the highway, and moving in other directions. This would be a real improvement. She hoped the Committee would support the project.

Venus Framwiler, 239 Kensington Ave, Astoria, asked the Committee to support the proposal. She felt like everyone was sensitive to homeowners' concerns. The co-op board members were sensitive to the concerns heard from the Mill Pond residents. However, this area has always been planned for commercial. Change is going to happen and she understood that would be hard. But, she believed the co-op had met the guidelines. She felt that testimony at the last meeting was very emotional and maybe people got used to a non-commercial area next to their homes. This is going to be a change, but it is inevitable. The co-op board is really sensitive to that. Part of their mission is to build community, so it is difficult to hear the concerns. It has always been zoned commercial and they meet the guidelines to build in that commercial zone. She believed the co-op worked hard since the last meeting to make the changes that were suggested to make it more pedestrian friendly. It's a great access for local residents and for people coming into town. It will be much more visible and easier for local people to find parking in the large parking lot. She really believed it would benefit the community as a whole and is a great asset. She hoped the Committee would look at the guidelines, which she believed had all been met. It is their intent to be a good neighbor. They worked really hard to make accommodations.

Allisa Evans, 388 Exchange St, Astoria, said she supported the co-op. She had been on the board for eight years and was Chair for the last five. The due diligence has been an incredible amount of work above and beyond to make sure every part of the project is done with integrity, the co-op's values and mission, Astoria's long-term plan, and the community's long-term plan. The co-op will be good neighbors and are willing to do what it takes to be a good business for the city. They are willing to widen Steam Whistle Way after hearing the concerns. She did not believe anyone denied that wherever they go in the city, there would be an impact. The co-op wants to have a positive impact. They have gone above and beyond to mitigate concerns by adding windows, making it more pedestrian friendly, and switching the egress to one way. Many of these things will add to the co-op's costs. They are willing to take on those costs to maintain integrity in the project. She would love the green light to get this project going. She felt like the co-op met the criteria and they are willing to continue working with the City and community.

Maria Chiaro, 1137 Franklin Ave, Astoria, said she was not affiliated with the co-op in any way but had lived in Astoria for five years. She came to Astoria because of many things, but the co-op was one of the attractive things. It is clear that the co-op needs to expand. She knew it was going to be expanding. She was in favor of the present orientation and quick action by the Committee. It appeared, from all of the documentation, that there had been a great deal of cooperation and input from the Committee and co-op. She asked the Committee to act quickly on the orientation. She believed an urban design was the way the City of Astoria should be viewed, not a box design. This design takes advantage of what Astoria is and seems to be consistent with all of the criteria.

Micha Cameron-Latteck, 1820 SE 3rd St, Astoria, said he checked out of the deliberations assuming that this project would go forward. He was surprised that things were being delayed. Coming back tonight and seeing all that the co-op is willing to invest in to make sure they will be good neighbors is really impressive. That comes at a significant cost to them. There has already been a competitive business in a Warrenton strip mall that recently opened, which is of concern to a business trying to operate with some sort of profit. Wal-Mart is opening soon if they can find people who want to work there. He did not believe many people would want to cross shop Wal-Mart and the co-op, but the fact is that there are other businesses that offer similar services. There's been a lot of talk and time spent on making sure that all the T's are crossed and the I's are dotted. The proposed orientation is the one that is doable and legal. The Committee can keep listening to other stakeholders that have a legitimate voice, but objectively speaking, the application is the way forward. There is a time constraint in delaying this further. He asked the Committee to consider the time element. This application should be approved tonight. Subjectively, the Committee could still argue whether traffic would be horrendous if anything is built on that site. That is beside the point. The project could have gone a lot worse. The city could have had four units of 6,000

square feet, which would have impacted traffic a lot worse than the co-op will. They've done a lot and the neighbors have bargained really well and got a lot out of this. They get the best neighbor they could possibly hope for, a widened Steam Whistle Way, foliage in the fall, and fresh flowers in the spring. Let's wrap this up and give the co-op the chance to build.

Stephen Duckworth, 1137 Franklin Ave, Astoria, said he looked at a lot of places when selecting a retirement summer home. They knew the places in Vermont and Maine well because they had vacationed there, but the downtowns have been completely hollowed out by big box stores. That was depressing. They also looked at six or eight different places in the northwest. One of their criteria was to have the feel of a village. Part of the feel of a friendly and embracing village was having a co-op. Trying to get new businesses like this in here to create the atmosphere that Astoria has with its natural beauty can be very effective at making sure Astoria does not end up like many of the villages in former great places in America.

Mary Ann Ylipelto, 40822 Galloway Ln, Astoria, said she had been involved with the co-op since the 1970s. She believed this was an idea whose time had come. If the Committee did not move forward quickly, the community could lose an opportunity. She had been shopping at the little store for quite a while now and had never seen anything but respect for the traffic in that little three-way parking lot that customers have to go in and out of right now. She had never seen a major hassle there ever. People are polite going in and coming out. She believed customers would automatically yield to someone pulling out of their driveway because that is the type of people who shop there.

Angela Sidlo, 516 Summit Ave, Gearhart, said she drives all the way from Gearhart to shop at the co-op and she served on the board. She felt the co-op had met the design review requirements in their subsequent adjustments and revisions. The greenery and plants are very inviting. It is going to be a beautiful corner of town. They had been very considerate of the surrounding community and look forward to being part of Mill Pond and developing the sense of community that co-op members are proud of. It will have a positive impact in Astoria as the city grows. She asked the Committee to approve the request.

President Rickenbach called for any testimony impartial to the application.

George Hague, 1 3rd Street #201, Astoria, said the area is zoned multifamily and some of the area residents thought there would be a two-story multifamily development. A year ago, he suggested to Mr. Stanley that his employees would appreciate a second story for housing. The city needs additional housing and it is sad that the builders of the 1920s on Commercial Street had a better vision than we do in the 21st Century. The city needs housing above the commercial areas and it should have happened with this building. He hoped the Committee would consider something like if there is another project like Dollar General because their employees will need that type of housing. Trash enclosures around the city need to be improved. The doors are just to allow the trash trucks to go in and out. People who want to carry a box in will open up the closure and leave it partially open on a regular basis. Many cities have a side walk in so the person can drop off the trash without using the doors that are for the trash trucks. Design review should require this and future projects to have a side door because it is very easily done. The parking striping at Costco has double lines, which forces drivers to be a little more centered when they park. That should happen at the co-op as well, especially when people are carrying groceries in and out and people need to open their doors instead of being squeezed in with a single line. He hoped the Committee would require a double line. He appreciated the vegetation, but did not know if the City had a regulation that required the vegetation to be in full bloom for at least five years, during which time any plants that die must be replaced. He hoped the Committee would include this in the Conditions of Approval. He was a co-op member and appreciated the store. He was sure he would appreciate the new store even more, but he would not be able to walk to it.

Chris Farrar, 3023 Harrison Ave, Astoria, said he and his wife loved the co-op because it is their food source. He wanted a bigger store, but this was not the right lot for this building. It would cause horrible traffic problems, regardless of what ODOT says. He had never seen an ODOT transportation analysis that he agreed with. He sits on the Clatsop County Planning Commission and has read some of them. The traffic problems would be awful for the people who already live in Mill Pond. He was discouraged that the City was so willing to accept new development in the heart of places that are already developed and where people are already living. He did not believe the neighborhood had been given enough consideration. Even though he invested in the co-op, he was discouraged that they chose that site. He was upset with the way the process had gone.

President Rickenbach called for any testimony opposed to the application.

Cheryl Storey, 2605 Mill Pond Ln, Astoria, said her garage abuts Steam Whistle. She was currently the Mill Pond Homeowner's Association (HOA) President and had served on the board for four or five years. She was not present to debate about how wonderful the co-op was or to jeopardize anyone's livelihood. She was present to discuss the siting of the building on the lot, the soundproofing request for the docking bay, and the current proposal's impact on the community. According to testimony given on May 3rd, the co-op has been working with the City for almost three years and have always looked at the lot with the building sited the way it is now. She was blindsided by this comment because there had been little to no communication with Mill Pond residents and HOA until late in 2017. It was unfortunate that the co-op bypassed the Mill Pond residents and HOA when discussing their proposed plans with the City. Her submitted comments included links to the HOA laws, which define their rights and powers. 207ORS94.630-Powers of the Association, 94.775-Judicial Lot Partition Prohibition, and 94.777-Compliance with Bylaws and Other Restrictions say that each owner shall comply with bylaws, administrative rules, regulations, covenants, conditions, and restrictions in declarations or deeds of a lot. Failure to comply shall be grounds for an action by the HOA or an owner. The HOA has not provided final written approval for the co-op, which is required before construction begins. The HOA has already to the Mill Pond architectural guidelines related to the co-op. An exception was made to allow for the metal siding. The guidelines require authentic solid wood except where synthetic materials are indicated. Approved siding includes solid cedar shingles or shakes, or clear fir lap siding. Synthetic shingles and shakes may be used if approved by the HOA. They allowed the use of siding doors because that makes sense for a grocery store. No other construction project in Mill Pond has been allowed to use sliding doors. The guidelines have a color palate the co-op will need to comply with. She asked that the co-op building be sited as in Option B and that the docking bay have sound proofing. The HOA requires locked doors and all receptacles need to be hidden.

City Manager Estes noted that additional public testimony could be submitted to Staff in writing. (Available to the public by contacting the Community Development Department, 1095 Duane St., Astoria/(503) 338-5183.

John Ryan, 2495 Mill Pond Ln, Astoria, said he garage was across the exit from the parking lot. He made a drawing available at the dais and noted it was included in the agenda packet. His copy of the drawing contained additional markings. His issue with the design was the orientation of the co-op building. The guidelines for development in Mill Pond require the building to satisfy several criteria in the Development Code. Section 14.30(a)(1) indicates the building design should form a visibly continuous pedestrian friendly street front. The 20-foot wall of steel siding along the 23rd St sidewalk certainly does not meet this criterion. Added windows and landscaping does little to enhance the friendly feeling of walking down 23rd St. He tried to show this in his written material. The open and visually clean look down 23rd will be added value to the pedestrians when the building is moved to the east. The Astoria Gateway 2 Project is located on the east and has a parking area between 29th and the building and uses Marine Drive as the main street. This would comply with Development Code Section 14.30(a)(1). The second part of Development Code Section 14.30(a)(1) says that there should be no vehicle use between the building and the street. Marine Drive as a main street would allow parking between the building and 23rd St, which was previously determined by the Astoria Gateway 2 Project. Development Code Section 14.030(c)(2) said the building façade and entry should face the adjacent street. This was only done on the east building location with the façade facing both Marine and 23rd St. The entrance to the co-op on the east side is easily done without crossing parking lots or driveways. The proposal to the building to the west requires people from Mill Pond and the apartments to cross two driveways. The Mill Pond guidelines also call for the façade to face Marine Drive and 23rd St. The Comprehensive Plan has an objective to have a development that complements the downtown area. The back of the steel building facing the downtown certainly does not meet this objective. The front of the building is and would be an inviting complementary feature for the downtown area. The south side of the building façade would give the co-op exposure along Marine Drive that they seem to desire. This project needs to be project to enhance the downtown area. He submitted a plan for Option B modified to show the orientation of the building to the east side of the property. The plan has a park around an 18-year old redwood tree that should be a symbol of the use of natural foods for the co-op at the cost of some parking for the area. The tree represents the history of Mill Pond and should be saved. This is also part of the Greenway development guidelines that Mill Pond and the City have agreed to. The plan uses the same access to the parking for truck deliveries and customer parking. Access to the loading area would be a bit more challenging for large trucks, but he understood deliveries would be early in the morning and some by small vehicles. There is no guarantee that these vehicles would be in the parking lot, not out on 23rd Street. The importance of co-op access by the hospital, Mill Pond, and apartment residents is not a problem with the design to the east of the property. He had highlighted sidewalks on the drawing he handed out. There would be no

driveways or parking lots to access. He was disappointed that the developer of the co-op was not being sensitive to the rights and concerns of the Mill Pond residents. There is a better solution for the community than using Steam Whistle Way for the co-op entrance and exits. This is a prominent structure and an economic addition to the City of Astoria. It will forever affect the lives of those at Mill Pond and enhance the city if sited properly. The City of Astoria deserves a first-class building meeting the intent of the guidelines that reflect the downtown and is part of the city, not part of the tourist world. The Committee can and should see that the present design does not meet the orientation guidelines set forth by the City. The application should be denied and new submittal to meet the criteria should be proposed.

Gary Huffman, 2410 Aurora Ave #108, Seattle, WA, said he owned Lots 19 and 20 in Mill Pond and they are directly affected by Steam Whistle Way. Steam Whistle's original design from 1991 was for an alley/driveway. In 2007, the City approved making Steam Whistle into a street. In a letter, Chief Engineer Carol Richardson had indicated that streets in subdivisions are 20 to 24 feet wide, narrower than minor residential streets, which have a standard width of 28 feet. She had also indicated that no further development of the streets was recommended. This is part of the Civic Greenway Project and the current proposal is to use part of a lot. This year, the City granted an increase from 6,000 square feet. What would happen on the rest of the lot when the development comes about with the lot to the east? Right now, there is traffic from Mill Pond and Steam Whistle Way. ODOT has recommended using Steam Whistle, but they have no jurisdiction over the Committee's opinion or over Steam Whistle. He believed the residents' opinions of Steam Whistle is impacted. Earlier in the day, he submitted pictures that showed a truck and a low voltage vault. The vault is in the approximate location of his garage door. He would have to back out on to Steam Whistle a significant distance into traffic before he would be able to see the traffic. This is a major safety concern for the Mill Pond residents. Another picture showed his neighbor's property, Lot 21. Two days ago, he spoke with DEQ Project Manager Anna Cotes. The lot being proposed falls under the DEQ requirements for the Gateway and she had not received any paperwork for the ability to dig on that property.

Barbara Bower, 2410 Aurora Ave #108, Seattle, WA, said she also owned Lots 19 and 20 on Mill Pond Lane. She agreed with the comments made by the HOA board members. She welcomed the co-op and the excitement it would bring, but she was concerned about safety issues. This is her home and she had no option to change the garage or relocate the lots. She only has one way of coming and going, which is through the garage. She asked the Committee to consider this.

President Rickenbach called for the Applicant's rebuttal.

Mr. Stanley said the lot is not downtown, it is in the gateway to downtown. Having the building facing the entrance to downtown makes the most sense. The nature of the criteria is the Gateway Overlay. When people come into town, they will see a glowing co-op with a beautiful produce section through the glass with people coming and going. People will drive on to the Maritime Museum and the hospital and anything else that will be developed along that area. He asked the Committee to consider the application with the siting they had proposed, not another siting. He believed the proposal worked best and met the criteria the best.

Mr. Vallaster said someone had commented that moving the building to the east would make a better pedestrian way on 23rd. Clearly, what would happen then would be the experience on the opposite side of the street, which is a parking lot next to the sidewalk, which is generally considered to be a pretty negative walking environment. The proposal is the best possible location for the pedestrian experience. There was also a comment about access from the apartment buildings and having to cross two lanes of traffic. That is one route, but there is another route on Marine Drive, which is a continuous pathway all the way over to the entrance to the building without crossing any driveways. That is a pedestrian friendly way to access the building. Mr. Ryan's proposed Option B would reduce approximately 18 to 20 parking spaces, but would require the same amount of asphalt, which is inefficient and clearly violates the guidelines indicating no parking is allowed between the building and the street. He was not sure of the history of Steam Whistle, but he knew it was a product of some of the urban planning in the 1990s when the City wanted narrower streets to slow down traffic. Widening it to 24 feet may encourage slightly faster traffic, but he still believed it would be narrow enough to have a traffic calming effect. This proposal's landscaping is as green a project as the City will ever see. It would look more like a nursery than a grocery store. Two garages will be impacted, but he believed the homeowners underestimated the people who would go to the co-op. In other neighborhoods, people learn to negotiate parking lots and traffic and share rights-of-ways. He did not believe there would be eminent danger to people backing out of the garages.

President Rickenbach called for closing remarks from Staff. Hearing none, he closed the public hearing and called for Committee discussion and deliberation.

President Rickenbach said the window shrouds seemed more modern. In the past, the DRC has had a lot of discussion about window treatments and proper trim. He asked if Staff had reviewed the proposed window shrouds. Planner Ferber said the Applicant and Staff had discussed window treatments to keep the west side of the wall activated. The Applicant chose the shrouds to keep the window designs engaging. She confirmed they would only be installed on the smaller windows.

President Rickenbach said he was concerned that a precedent would be set. City Manager Estes explained that Staff was trying to prevent a flat plane along the wall by breaking up the massing. Staff had made the suggestion to the Applicant, but the proposal is the Applicant's.

Vice President Gunderson said the parcel to the east is zoned commercial and something will be there. The area has always been commercial property. The Committee handles commercial properties differently than residential properties. Someone else will build on that parcel. The only place for ingress and egress is on Steam Whistle Way. Last month, she stated this project needed to move forward. She drove on Steam Whistle and noticed that the houses are built almost at the street. It's a given that the area is very narrow and it is great that the co-op is willing to add width to the street and a sidewalk. She backs out of her driveway on to Franklin every day, and every day she waits for a school bus and other cars going 25 miles per hour. That is legal, but it feels very fast. She backs in and out of her driveway two or three times a day. If she has to wait for a vehicle to go by, she will do so. Sometimes, cars will stop and allow her to back out or in as a common courtesy. She believed Steam Whistle was not any different. Because Steam Whistle is narrower, people are forced to slow down. Development will happen and the co-op is an excellent project. If people start zipping up and down the street, speed bumps could be added when and if the time comes. Right now, people turning off 23rd to Steam Whistle will not drive 30 miles an hour before slowing down to turn into the co-op. There is no speed limit posted, but residential streets are 25 miles per hour. She believed 25 miles per hour was too fast, but it is not realistic for the Committee to consider the fact that residents on Steam Whistle are special and should not have to wait to back in and out of their driveways. She supported the project and everyone needs to work together to make this project positive for Astoria.

Commissioner Phelps asked if Steam Whistle would be widened to the 24 feet when the other lot is developed, and would the co-op's left turn only exit be changed.

City Manager Estes explained that future development of the adjacent lot was not part of this application.

Commissioner Phelps believed Steam Whistle would change over the years as development occurred. She asked if the Development Code actually stated no vehicle use between building faces and the streets, as stated in the Staff report. If so, Marine Drive and 23rd Street would apply in this case.

Planner Ferber read aloud Development Code Section 14.030, "Pedestrian oriented street fronts with no vehicle use between building faces and the streets." This limits the ability to develop a strip mall with Marine Drive in mind. The language limits the face of the building and it is not clear whether it refers to the main entrance. It is specifically intended to keep active space along Marine Drive. Access could be on 23rd Street with a parking lot between the street and the building.

Commissioner Hensley asked if access on Marine Drive was allowed.

Planner Ferber said no, ODOT was very clear on that. The Code language offers a little bit of wiggle room for access by stating it should be off of Steam Whistle when possible.

Commissioner Hensley said other businesses on Marine Drive allow access. The orientation of the road makes this tricky. Why are those businesses exempt? She believed access on Marine Drive would solve a lot of problems for this site orientation. She suggested removing a row of parking and add Marine Drive access in and out both ways because people would hardly ever use access on Steam Whistle.

City Manager Estes explained that Mill Pond was developed as a neighborhood with a development scheme. The intent was to prevent commercial strip development along the area with driveways and parking lots. The idea was to have a more urban face along Marine Drive and the rights-of-way. This plan was set in place back

when the Mill Pond development was established. When there are off streets that provide access, ODOT states that there would not be legal access on to the main highway. The City of Astoria cannot override what the State of Oregon says.

Commissioner Phelps appreciated the addition of the stairway off of 23rd down to the side entrance on Marine Drive because it helps with the pedestrian aspect. She was puzzled by the City's requirement for a 24-foot high building. This building would be 20-feet high, except for 1/12 of the building either at the perimeter face or the area of the roof. She did not see how 1/12 of the building qualified as being over 24-feet high. If the air conditioning and mechanicals on the roof are not seen, then that one projection would not be seen either. The low height makes the building seem more like a shopping center that the City is trying to get away from. She believed it was a real missed opportunity to not have a two-story building with residences above the store. She was conflicted on this decision because she was a co-op member. She believed she had to look at the project as if she were not a co-op member and whether this would meet the design criteria if she did not know who the Applicant was. She was not sure the orientation should be as proposed.

Commissioner Bardy said she was also conflicted. She appreciated the additional details added since the May meeting. She had thought considerably about the orientation and concluded that regardless of the entrance location, the reality is that despite arrows painted on roads, anyone heading east out of the co-op would drive through Mill Pond to the light. Anyone going west would likely cut behind Napa because Marine Drive will be backed up all the time. No one with any sense would try to turn left on to Marine Drive. She agreed that Astoria had a housing shortage and it was a missed opportunity to not add housing to the project. She appreciated the design improvements. In her opinion, Steam Whistle is not a road, it is an alley. It is incredibly narrow and adding width will turn it into a narrow road. There was a design flaw when the street was put it because it was zoned commercial. The only solution would be to cut into the lot and push the road over, but that would require more driveway and sidewalks for Mill Pond houses. She felt for the Mill Pond residents, but the developers should have thought of that. City Manager Estes said when the Mill Pond neighborhood was developed, it was developed as what was called a new urbanist community, which was a design concept with tight building footprints, shallow setbacks, and a mix of uses that allowed residents to walk but still accommodated people coming from outside the neighborhood. This is not suburban America and he was concerned about a suburbanization approach. This is not Warrenton where there are a lot of green fields and availability to build larger shopping centers. Staff is trying to incorporate a store within the neighborhood. The DRC's task is to determine whether or not the proposal meets the criteria, not to redesign the project. In this case, the street network was established when the neighborhood was developed. If the project meets the criteria, the Committee would need to adopt the findings. If it does not meet the criteria, the Committee would need to provide the rationale for Staff to rewrite the findings. The rationale would need to be based on the criteria in the Code. He realized that would be a tough task.

President Rickenbach said most of the elevation is figured off of 10 percent of the roofline, not the entire perimeter. The bump up in the front does meet the criteria and the building is above 24 feet.

Commissioner Hensley said she believed the Code stated the building shall be 24 feet or above, not one decorative feature. City Manager Estes clarified that the Code stated buildings should, not shall, be a minimum of 24 feet.

Commissioner Hensley said the height was not the tough issue, but the orientation was.

Vice President Gunderson moved the Astoria Design Review Committee adopt the Findings and Conclusions stated in the Staff report and approve Design Review DR17-03 by Gary Vallaster with conditions; seconded by President Rickenbach.

President Rickenbach noted that some of Staff's recommendations were no longer necessary because of the changes the Applicant had made to their proposal.

Planner Ferber added that the recommendation on the orientation would need to be updated to include justification, depending on which way the DRC votes. She still recommended the lot line adjustment and to keep the glass clear instead of frosted. Dimensions for the siding had been clarified, so that recommendation could be deleted. The recommendation for a grey roof could be deleted if that was okay with the Committee. She made the recommendation on solar panels in case the applicant proposed them. The recommendation on signage was standard. She did not believe the recommendation on noise abatement of the trash enclosure had been

addressed. The HVAC system on the roof had been addressed, so that recommendation could also be deleted. The landscaping plan and future changes must meet Code requirements, which is standard for any project. She just needed the Committee to decide on the orientation and the trash enclosure. The Committee could decide that Staff could approve the trash enclosure or add additional conditions.

Vice President Gunderson amended her motion as follows: that the Astoria Design Review Committee adopt the Findings and Conclusions stated in the Staff report and approve Design Review DR17-03 by Gary Vallaster with the following changes to the Staff report:

- Delete Items 4, 5, and 9.
- Allow Staff to approve the trash enclosure.
- State that the criteria for building orientation had been met.

Motion passed 4 to 1. Ayes: President Rickenbach, Vice President Gunderson, Commissioners Hensley, and Bardy. Nays: Commissioner Phelps.

President Rickenbach read the rules of appeal into the record.

STATUS REPORTS – ITEM 6:

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 7:

Special meeting scheduled for June 25, 2018 at 5:00 pm in the City Council Chambers.

PUBLIC COMMENTS – ITEM 8:

Matt Gillis, 5965 W 8th Street, West Linn, said he owns 163 Bond Street, which is directly behind the new Fairfield Hotel on the agenda for June 25th. His window currently provides a view of the river from his living and dining rooms. That view will be completely blocked.

City Manager Estes requested testimony on the hotel be given during the public hearing because any statements made now would be ex parte contact with the Commissioners. He encouraged Mr. Gillis to submit written testimony to Staff prior to the hearing or speak at the hearing on June 25th. Oregon State Law requires the Applicant be present to hear the testimony and have the opportunity to rebut.

George Hague, handed materials to Staff. He said this item was not on the agenda and now was the time to speak on items not on the agenda.

City Manager Estes explained the Committee was not allowed to receive materials about an application outside of the public hearing.

Mr. Hauge asked Staff to send him the section of the law that stated that. City Manager Estes said the City Attorney would provide the information. Mr. Hauge said he believed that what he wanted to provide would help the Commissioners do their homework.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:22 p.m.

APPROVED:


City Planner

Astoria Library Board Meeting

Astoria Public Library

June 26, 2018

5:30 pm.

Present: Library Board members Kate Deeks, David Oser, Kimberley Chaput, Susan Stein via cell, Staff Library Director Jimmy Pearson.

Excused: Kimberly Chaput, Chris Womack

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

Approval of Agenda: The agenda was approved.

Approval of Minutes: The notes of May 29, 2018 were approved with the following change: correct name of Chair to reflect Deeks.

Board Reports:

No reports.

Library Director's Report:

Director Pearson's report was as follows:

- Library Programs – Over 50 adults and children attended our Drag Queen storytime and enjoyed by all. Summer Reading is officially in progress. Children will be enjoying programs centered around this year's theme, Libraries Rock. The Inaugural 10th ST Stage concert series is set. The first concert will be held the day the renovation plans are revealed to the public.
- Library Renovation – Staff are busy preparing for the July 11, 2018 Council work session during which David Wark, Hennebery Eddy, will reveal options for renovation.

Update on ALFA Activities:

ALFA has agreed to assist with the concert series.

Update on Foundation:

David Oser reported the new Chair is Arline Lamear.

New Business:

There was none.

Old Business:

There was none.

Public Comments:

There were none.

Adjournment: There being no further business, the meeting was adjourned at 5:53 pm.

Respectfully submitted,

Jimmy Pearson, Library Director



CITY OF ASTORIA

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MEMORANDUM • COMMUNITY DEVELOPMENT


DATE: JULY 9, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH CLATSOP COUNTY FOR BUILDING INSPECTION SERVICES - RENEWAL

DISCUSSION/ANALYSIS

The City has utilized the services of Clatsop County to good effect over the years, and the City's building department and the County building department have worked cooperatively on many projects in the past. There has been an existing IGA with the County for provision of Building Code services which expired July 1, 2018. The County is obviously in close proximity to City Hall, which provides efficiency in sharing plans and files. The County has proposed renewal of the contract at the same hourly rate but with the addition of revenue sharing of plan review of 75% or with a \$75 minimum, whichever is greater. The revenue sharing is customary, and was the arrangement when the City contracted with private third party providers in the past. Jim Byerly has been providing plan review services for the city, however he is transitioning into retirement. Staff will be monitoring how this change affects budgets as this expense will be dependent on how many commercial projects are submitted. Attached to this memorandum is an intergovernmental agreement which provides backup coverage. It has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

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

By:  7/12/18

Ben Small, Building Official

**Intergovernmental Agreement
Building Inspection Services**

This agreement, made and entered into this _____ day of _____, 2018, between Clatsop County and the City of Astoria, a municipal corporation of the State of Oregon, hereinafter referred to as "City," and Clatsop County, hereinafter referred to as "County."

Recitals

WHEREAS, local governments are required to have building inspectors for the enforcement of the State Building Code as defined in ORS 445.010 and various local ordinances related to the construction of buildings and local development codes; and

WHEREAS, City and County desire to provide mutual building inspection services when City's inspector is on vacation, or either party is in need of additional support, and City and County are agreeable to providing that service and the terms and conditions stated below; and

WHEREAS, by the authority granted in ORS 190.010, units of local government may enter into agreements with other units of local government for the purpose of any or all functions and activities that a party to the agreement, its officers or agents have the authority to perform.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. COUNTY OBLIGATIONS

- a. Employ adequate staff to perform all building inspections.
- b. Designate the City inspectors as the County inspectors as needed.
- c. Allow its inspectors to serve in the capacity as the City inspectors.
- d. Provide worker's compensation insurance and all the usual payroll taxes and deductions on behalf of its employees performing the services agreed herein.
- e. Submit an invoice to City for hours worked on a monthly basis, as per the cost per hour attached as Exhibit A.
- f. Pay to City the cost of inspections as specified in Exhibit A attached hereto. Exhibit A will be adjusted periodically based on increases provided to the employees in accordance with the County's labor agreement and personnel policies and by mutual agreement of both City and the County.
- g. Provide revenue sharing of plan review fees as shown in Exhibit B.
- h. Administer the building inspection program including: collection of fees and acceptance of applications, issuance of permits and notification of City of the need for inspection or review. Notice shall be in writing and include a copy of the application and permit.

2. CITY OBLIGATIONS

- a. Employ adequate staff to perform all building inspections.
- b. Designate the County inspectors as the City inspectors.
- c. Allow its inspectors to serve in the capacity as the County inspectors.

- d. Provide worker's compensation insurance and all the usual payroll taxes and deductions on behalf of its employees performing the services agreed herein.
- e. Submit an invoice to County for hours worked on a monthly basis, as per the cost per hour attached as Exhibit A.
- f. Pay to the County the cost inspections as specified in Exhibit A attached hereto. Exhibit A will be adjusted periodically based on increases provided to the employees in accordance with the City labor agreement and personnel policies and by mutual agreement of both City and the County.
- g. Administer the building inspection program including: collection of fees and acceptance of applications, issuance of permits and notification of County of the need for inspection or review. Notice shall be in writing and include a copy of the application and permit.

3. INDEMNITY

- a. If County is providing the service to City, then in providing the building inspection services stipulated herein, the building inspector(s) are acting as agents of City and shall abide by all ordinances and regulations of City. City shall indemnify, protect and hold harmless County, the building inspectors from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against County building inspector(s) for damages arising out of or by reason of any of the above causes, City will, upon notice or commencement of such action, defend the same at its cost and expense.
- b. If City is providing the service to the County, then in providing the building inspection services stipulated herein, the building inspector(s) are acting as agents of County and shall abide by all ordinances and regulations of the County. County shall indemnify, protect and hold harmless City, the building inspectors from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such works, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any such suit or action is brought against City building inspector(s) for damages arising out of or by reason of any of the above causes, County will, upon notice or commencement of such action, defend the same at its cost and expense.
- c. County will hold City harmless for all workers compensation claims, or employment related claims, of County employees. City will hold County harmless for all workers compensation claims, or employment related claims, of City employees.
- d. City is solely responsible for the financial management of the City Building Inspection program, and will hold the County harmless for any penalty imposed as a result of any financial or program audit. County is solely responsible for the

financial management of the County Building Inspection program, and will hold City harmless for any penalty imposed as a result of any financial or program audit.

4. **GENERAL PROVISIONS**

- a. City and County shall each maintain comprehensive general liability and property damage insurance in amounts up to the limits of the Oregon Tort Claims Act.
- b. This Agreement shall be effective on the date last signed, below, and shall remain in effect for period of 12 months. It shall thereafter automatically renew for successive 12 month terms unless sooner terminated as provided herein.
- c. Any party may terminate this Agreement at any time by giving written notice of intent to terminate to the other Party at least 30 days prior to the termination date. The notice shall automatically terminate this Agreement on the date set out in the notice. However, any obligations under this Agreement shall survive termination of the Agreement.
- d. This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind any Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

Clatsop County

City of Astoria

County Manager Date

City Manager Date



Digitally signed by BLAIR HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o, ou,
email=blair@astoria.law, c=US
Date: 2018.07.11 10:38:11 -08'00'

Exhibit A

Payment for Building Division services shall be calculated at an amount of \$75.00 per hour.

Exhibit B

Revision of the current IGA with the County to provide plan review services. This would include a revenue sharing approach regarding plan review fees. The County will collect 75% of the commercial plan review fees with a \$75.00 minimum per review, whichever is the greater amount for work completed on the City's behalf. This would provide the County resources to hire and retain adequate staffing to meet the City's needs.



CITY OF ASTORIA

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MEMORANDUM • PARKS AND RECREATION

DATE: JULY 6, 2018

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ACCEPTANCE OF VETERANS' AND WAR MEMORIAL GRANT FOR DOUGHBOY RESTORATION

DISCUSSION/ANALYSIS

The Veterans' and War Memorials Grant Program was created and established by the Oregon Parks and Recreation Department to provide funding assistance to local governments for the construction and restoration of veterans' and war memorials. The program helps to honor Oregon's soldiers and veterans by commemorating their service to the country.

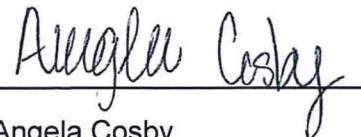
The Parks Department, the American Legion Clatsop Post 12, and Clatsop Community College's Historic Preservation Program collaborated and were successful in obtaining a 2018 Veterans' and War Memorial Grant from the State Historic Preservation Office to renovate the Doughboy Monument's terra cotta tile roof. The total cost for the roof repair / replacement is estimated at \$23,152 and the grant award is \$17,190. Earlier this year, the City received a donation of \$5,000 from the Samuel S. Johnson Foundation which will be used as match for the grant. The Historic Preservation Program will provide an estimated \$390 of in-kind volunteer match. The Parks Department's oversight and management of the entire project will be provided through an in-kind contribution valued at approximately \$631.

The attached contract has been reviewed and approved as to form by City Attorney Blair Henningsgaard.

RECOMMENDATION

It is recommended that the City Council accept the 2018 Veterans' and War Memorial Grant and authorize the Mayor to sign the award agreement.

By: 
Rosemary Johnson, Planning Consultant

Through: 
Angela Cosby
Director of Parks & Recreation

Grant Agreement
2018 Veterans & War Memorials Grant (VWM-18-01)

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

City of Astoria
1095 Duane Street
Astoria, OR 97103

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

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed on 4/30/2020
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of \$17,190 for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions
5. **SIGNATURES:**

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

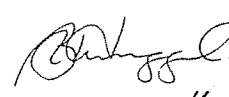
GRANTEE:

Signature, Authorized Representative

Date

Name and Title of Signer (Type or Print)

STATE:


Digitally signed by BLAIR HENNINGSGAARD
DN: cn=BLAIR HENNINGSGAARD, o=OPRD, email=blair@astoria.law, c=US
Date: 2018.07.11 14:42:59 -08'00'

Christine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs

Date

Attachment A -- Scope of Work

2018 Veterans & War Memorials Grant (VWM-18-01)

Grantee: City of Astoria

Grant Amount: \$17,190 Match Amount: \$6,021 Estimated Overmatch: \$0

Project Summary: Document the terra cotta tile roof, remove and replace the tiles of the Doughboy Monument in Astoria.

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

PROPOSED BUDGET

1. Veteran Memorial		
Volunteer time	\$390	
Staff time	\$631	
Contingency	\$1,848	
Materials & Equipment	\$3,152	
Contractor	\$17,190	
	Total	\$23,211
	Total Project Budget	\$23,211

WORK DESCRIPTION

1. Veteran Memorial \$23,211

Products:

Document the terra cotta tile roof, remove and replace the tiles of the Doughboy Monument in Astoria.

- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

Standards and Provisions:

Project Standards:

- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to starting the project, the grant recipient must submit a work plan for the project to Heritage Programs and receive written approval of that work plan. If the work plan matches the grant application, an email indicating that is the plan is sufficient.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and OPRD grant support.
- Credit must be given to the Oregon Parks and Recreation Department in brochures, news releases, programs, publications, and other printed materials.

Attachment B
Standard Terms and Conditions – Veterans and War Memorials Grants

1. **Authority:** ORS 390.124 authorizes the Oregon Parks and Recreation Department to expend funds for Veterans and War Memorials throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grant Recipient shall receive approval on a final work plan in writing from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grant Recipient shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
5. **Statement of Support:** All publicity, visual or oral, for this project shall be accompanied by the following statement: *"This project is supported in part by a grant from the Oregon Parks and Recreation Department."* A sign to that effect, provided by the State, may be required on the project site as well.
6. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
7. **Reporting:** Grant Recipient shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
8. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. Advance payments may be provided under hardship conditions. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
9. **Records Administration:** The Grantee shall maintain all records necessary to properly account for the payments made to the Grantee for costs authorized by this Agreement. These records shall be retained by the Grantee for at six years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all the records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
10. **Tax Obligations:** Grant Recipient will be responsible for any federal or state taxes applicable to payments under this Agreement.
11. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

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


12. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
13. **Repayment:** In the event that Grant Recipient spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, Grant Recipient shall reimburse the State for all such unlawfully or improperly expended funds.
14. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."
16. **Memorial Maintenance:** The Grant Recipient agrees to the memorials siting and maintenance for 20 years from completion of the grant project.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: JULY 10, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: SUBGRANTEE AGREEMENT WITH COMMUNITY ACTION TEAM (CAT) TO ADMINISTER THE HOUSING REHABILITATION PROGRAM

DISCUSSION/ANALYSIS

On June 4, 2018 the City Council approved the contract with the State of Oregon to accept the \$400,000 Community Development Block Grant for the Housing Rehabilitation Program. This contract has been signed by both the Mayor and the Oregon Business Development Department (Business Oregon). It is now necessary for the City to enter into a subgrantee agreement with CAT to administer the program, which will begin the process to provide loans to low and moderate income homeowners. The draft sub grantee agreement is attached. Business Oregon is finalizing the review of the draft agreement, which should be complete by Friday, July 13, 2018. The City Attorney has reviewed it as to form.

RECOMMENDATION

It is recommended that City Council approve the subcontract and authorize the Mayor to sign it. Should Business Oregon have any changes to the subcontract prior to the July 16th meeting, the Council will be informed of them at the meeting.

By:



Mike Morgan, Contract Planner
Community Development Department

**SUBGRANTEE AGREEMENT
CITY OF ASTORIA AND COMMUNITY ACTION TEAM, INC., OF COLUMBIA COUNTY**

THIS AGREEMENT, made and entered into by and between CITY OF ASTORIA, an Oregon Municipal Corporation (hereinafter "CITY"), and COMMUNITY ACTION TEAM, INC., OF COLUMBIA COUNTY, an Oregon nonprofit corporation (hereinafter "CAT"), is for and in consideration of their mutual promises and for their mutual benefits.

I. RECITALS:

1. CITY has made application for a Regional Housing Rehabilitation Program under Oregon Community Development Block Grant Number H17014 (Northwest Oregon Regional Housing Rehabilitation Program), to provide funding for the activity of housing rehabilitation assistance in the amount of \$400,000.00 from the State of Oregon through the United States Department of Housing and Urban Development.

2. Said program application was approved and granted to CITY commencing on July 9, 2018.

3. Said grant is subject to Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §§5301-5321 (1994) ("the Act"), the regulations promulgated pursuant thereto, 24 Code of Federal Regulations (C.F.R.) §570.1-.5 (1997), Oregon Revised Statutes (ORS) §285A.075 (2001), and Oregon Administrative Rules (OAR) 123-080-0000 to 123-080-0040 (2001), the 2017 Method Distribution ("the MOD"), and the current Grant Management Handbook ("the GMH"), all as may be amended from time to time.

4. It is expressly understood that Oregon Business Development Department (hereafter "OBDD") has specified that this grant is considered as meeting the criteria for 105(a) (15) of the Housing and Community Development Act (HCDA). Therefore the terms of this agreement must substantiate that the activities under this agreement are "carried out" by a non-profit entity not merely passed through. It is the Grantee's responsibility to ensure that this condition is met. The grantee must ensure that the agreement provides for adequate capacity and adequate or sufficient control of the project to ensure that program requirements are met. Any sub-grantee (non-profit) entity agreement made under this grant must meet the Program Guidelines definition of "Carry out".

5. The Northwest Oregon Regional Housing Rehabilitation Program offers single-family, owner-occupied rehabilitation. The dwelling unit must be the owner's primary dwelling. The Program will finance corrections to inadequate housing conditions of low-moderate income owner-occupants of family residential structures located within Columbia, Tillamook and Clatsop Counties. A loan may be used to finance costs of the rehabilitation work and materials to bring the property into compliance with Section 8 Existing Housing Standards, to correct certain housing conditions endangering the health, safety, or welfare of the occupants, for preservation

and restoration of structural integrity, for reasonable accommodation modifications, for improvements to energy efficiency, for repair or restoration of maintenance items and integral systems and any other deficiency considered reasonable or needed, as deemed appropriate by CAT and the Loan Committee. Priority will be given to reasonable accommodation modifications that will enable an occupant(s) with a disability to perform essential functions and essential/critical repairs that if left uncorrected would endanger the health, safety or welfare of the occupants.

6. The purpose, description of project, scope of services of CAT and local regulation thereof for Oregon Community Development Block Grant Number H17014 is contained in Exhibit "A", Northwest Oregon Regional Housing Rehabilitation Program Guidelines, attached hereto and by this reference incorporated herein.

7. Said grant's approved project budget is contained in Exhibit "B", Oregon Community Development Block Grant Budget for the Northwest Oregon Regional Housing Rehabilitation Program, attached hereto and by this reference incorporated herein.

8. Whereas, City of ASTORIA desires to contract with CAT for administering and managing funds covered by the Oregon Community Development Block Grant Number H17014, Northwest Oregon Regional Housing Rehabilitation Program.

9. CAT is experienced and qualified in the administration and operation of Community Development Block Grants as described in the approved 2017 City of ASTORIA Oregon Community Development Block Grant application.

10. A condition of the Grant is that the CITY shall enter into a subgrant agreement with CAT, a non-profit certified as a sub-grantee. CDBG program rules authorize the City of Astoria to procure Grant Administration services directly from CAT because CAT is a certified sub-grantee.

11. The CITY Representative for purposes of overseeing this Agreement is the City of Astoria Special Projects Manager, Mike Morgan. The CAT contact person is Susan Wagner.

12. This Agreement shall run from the date signed to the end of the grant period, a date two years from the date of the contract execution between the CITY and OBDD. CAT shall also comply with all applicable local, state and/or federal laws, which shall include that CAT maintain its Oregon, private, non-profit corporate status.

13. CAT shall be paid by CITY. CAT's actual costs of grant administration and program management not to exceed \$90,000, and CAT's actual costs of environmental review preparation, not to exceed \$15,000, which cost shall include all costs, services, labor and materials provided by CAT, up to the \$105,000 original grant funds for the Northwest Oregon Regional Housing Rehabilitation Program H17014. CAT shall be paid solely from grant funds. CAT shall invoice CITY in monthly

installments for the actual cost of delivering the housing rehabilitation program. All cost of delivering the housing rehabilitation program charged to the grant must be supported with source documentation, e.g., time records, and vouchers. CAT will make available to CITY upon request all financial records, receipts and expenditures related to management of said Grant. Upon City approval of the costs, payment of CAT invoices shall be made from original grant funds.

The dollar amount billed for grant administration and program management of projects will not exceed the equivalent percentage of client project work completed.

14. It is expressly understood that the amount of any rehabilitation grant shall not exceed the maximum grant limits set forth in Section II.7 of Exhibit "A", Northwest Oregon Regional Housing Rehabilitation Program Guidelines, attached hereto and by this reference incorporated herein.

15. It is expressly understood that CAT must be the lender of all loans.

16. It is expressly understood that all loan repayments must be received and owned by CAT. Trust Deeds created to secure the loans made pursuant to Grant Number H17014, shall name CAT as the beneficiary. Repaid loans from Grant Number H17014 shall be deposited in the "Northwest Oregon Regional Housing Loan Fund" (hereafter "RLF"), established according to the terms of previous Northwest Oregon Regional Housing Rehabilitation CDBG grants.

17. It is expressly understood that loans repayments to the "RLF" shall be used to continue to fund housing and community economic development activities as allowed by 105(a)(15) of the HCDA.

NOW, THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

A. THINGS TO BE DONE BY CAT:

1. CAT shall accept responsibility for Grant Number H17014 (Northwest Oregon Regional Housing Rehabilitation Program) in a manner satisfactory to CITY and consistent with any standards required as a condition of providing these funds. CAT shall perform all functions of administration, including the financial administration, and assume responsibility for all expenses, providing an audit of the project as required according to State of Oregon rules, regulations and guidelines. Such Project will include the activities eligible under the Community Development Block Grant Program administered by the State of Oregon, including:

- (a) Rehabilitation and/or Priority Modification/Repairs of up to 22 owner-occupied units.
- (b) Relocation assistance, if applicable.
- (c) Program Management Activities.

- (d) Grant Administration.
- (e) Additional services as described in Exhibit "A".

2. CAT certifies that the activities carried out with funds provided under this Agreement will meet the national objective of principal benefit to low- and moderate-income persons as required by 24 C.F.R. 570.483 (b).

3. CAT agrees to comply with any and all HUD rules, regulations, and guidelines relative to the administration of said Grant and comply with the State of Oregon "Grant Agreement."

4. CAT agrees to comply with all laws and statutes of the State of Oregon, Columbia, Tillamook, and Clatsop County and City of ASTORIA and further agrees that the performance under this Agreement is at CAT's own sole expense and risk and that it agrees to defend, indemnify and save harmless the CITY, and its officers, agents and employees from and against all claims arising out of the negligent acts, errors or omissions of CAT.

5. CAT shall prepare the "OCD Cash Request/Progress on Activities Report" and submit to the CITY for review prior to submittal to OBDD. The Cash Request shall require not less than two signatures from the CITY. Four persons shall be eligible to sign the "OCD Request/Progress on Activities Report" as designated by the CITY.

CAT shall be paid by CITY CAT's actual costs of grant administration and program management not to exceed \$90,000, and CAT's actual costs of environmental review preparation, not to exceed \$15,000, which cost shall include all costs, services, labor and materials provided by CAT, up to the \$105,000 original grant funds for the Northwest Housing Rehabilitation Program H17014. CAT shall be paid solely from grant funds. CAT shall invoice CITY in monthly installments for the actual cost of delivering the housing rehabilitation program. All cost of delivering the housing rehabilitation program charged to the grant must be supported with source documentation, e.g., time records, and vouchers.

CAT will make available to CITY upon request all financial records, receipts and expenditures related to management of said Grant. Upon City approval of the costs, payment of CAT invoices shall be made from original grant funds. The dollar amount billed for grant administration and program management of projects will not exceed the equivalent percentage of client project work completed.

6. CAT's performance and compensation hereunder is contingent upon project approval and release of funds by the State of Oregon.

7. CAT shall submit quarterly reports to the CITY covering expenditures and activities; this report is independent of the "OBDD Cash Request/Progress on Activities Report." CAT shall provide such other reports required by CITY to comply with State of Oregon requirements.

8. CAT shall not enter into any contracts with any other public agency for the performance of this Agreement without approval of CITY and OBDD.

9. CAT shall procure all materials, utilize and dispose of property in accordance with the requirements of the Office of Budget and Management Super Circular. CAT shall comply with current CITY policies concerning the definition of expendable/non-expendable equipment, if any.

12. CAT shall comply with the bonding and insurance requirements of the Office of Budget and Management Super Circular, if necessary, and shall provide proof of the same to City.

13. CAT shall retain financial records, supporting documents, statistical records and all other records pertinent to the expenditures under this Agreement throughout the term of the Agreement. Records that are the subject of audit findings shall be retained for three years after such findings have been resolved. Records for nonexpendable property acquired with funds under this Agreement shall be retained for three years after final disposition of such property. Records for any displaced person must be kept for three years after he/she has received final payment. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks shall be signed by (an) officer(s) or legally authorized agent(s) of CAT. All accounting records including supporting documents pertaining in whole or in part to the Agreement shall be readily accessible. In the event of the dissolution of the entity herein named CAT, CITY shall take into custody the original or authorized duplicates of documents described in this paragraph and CAT shall release all remaining undistributed funds to a qualifying successor non-profit organization designated by CITY.

14. CAT shall ensure that all contracts and subcontracts for residential construction or rehabilitation shall prohibit the use of lead-based paint on any interior or exterior surfaces.

15. Loans made from H17014, (Northwest Oregon Regional Housing Rehabilitation Program), during the open grant period, shall be reviewed and approved by the countywide loan committee, respective to the county where loans are made; i.e., the Columbia County Housing Authority shall review and approve loans made in Columbia County, the Astoria Regional Loan Committee shall review and approve loans made in Clatsop County, and the Tillamook Regional Loan Committee shall review and approve loans made in Tillamook County. It is expressly understood that loans made during the open grant period shall subscribe to the objectives as set forth in Section I. A. 1 (a) of this contract.

16. CAT shall ensure that the project is completed within 2 years from the "Effective Date/Project Completion Deadline" (Effective Date is the date the Grant Award

Contract is Fully Signed and Approved), and at that time any unused funds will be recaptured by the State.

17. CAT shall ensure that subsequent loan repayments to the “RLF” are used to continue to fund housing and community economic development activities as allowed by 105(a)(15) of the HCDA.

B. THINGS TO BE DONE BY THE CITY:

1. CITY agrees that CAT shall receive funds requested by CITY from Grant Number H17014 through requisitions issued by the State of Oregon to CITY which shall then be placed in a designated depository in CAT’s name.

CAT shall be paid CAT’s actual costs of grant administration and program management not to exceed \$90,000, and CAT’s actual costs of environmental review preparation, not to exceed \$15,000, which cost shall include all costs, services, labor and materials provided by CAT, up to the \$105,000 original grant funds for the Northwest Housing Rehabilitation Program Grant Number H17014. CAT shall be paid solely from grant funds. CAT shall be paid in installments for the actual cost of delivering the housing rehabilitation program. All cost of delivering the housing rehabilitation program charged to the grant must be supported with source documentation, e.g., time records, and vouchers. CAT will make available to CITY upon request all financial records, receipts and expenditures related to management of said Grant. The dollar amount billed for grant administration and program management of projects will not exceed the equivalent percentage of client project work completed.

CITY responsibilities:

2. The CITY is responsible for all the federal CDBG compliance requirements assigned to the sub-grantee. These requirements remain the obligation of the CITY until closeout of Grant Contract H17014 with the state (refer to the MOD and GMH).

3. **Make Contributions of Assets to Loan or Grant Fund.** CITY shall make contributions and assignments as set forth below.

a. The proceeds of **Grant Contract**, between IFA and the CITY, to be contributed to the Loan or Grant Fund as the funds are drawn down from the State.

4. **Grant Contract Responsibilities:** With regard to the Grant Contract, CITY shall: *(The list in this section highlight some of the more prominent requirements and is not inclusive of all the requirements to be fulfilled. The CITY should refer to the grant agreement with IFA, the MOD and GMH for complete information.)*

a. **Monitor and Oversee Subgrantee.** With regard to activities carried out by Subgrantee under the Grant Contract and with regard to any program

income, Local Jurisdiction shall be responsible to the State to:

- i) Provide monitoring and oversight as required by the State, the Act and Regulations, the current MOD and GMH, and the applicable grant agreement;
- ii) Ensure that Subgrantee complies with the Act and Regulations, the current MOD and GMH and the terms of this Subgrant Agreement;
- iii) To the extent allowed under Section VII of this Agreement, recover on behalf of the State any liabilities that may arise as the result of the breach of the grant contract by Subgrantee;
- iv) Hold quarterly meetings with Subgrantee to monitor program requirements and ensure that all program activities comply with the Act and Regulations. Participants will review applications and other program documentation to ensure that program requirements are being met in a timely manner;
- v) Identify CITY personnel to work with Subgrantee to ensure that all program requirements are being met in a timely manner;
- vi) Review and ensure all reports, cash requests and other submission to IFA from Community Action Team are complete and accurate before submission to IFA;
- vii) Ensure that IFA is provided all required reports in a timely fashion and/or submitted on time, if there is a specified deadline;
- viii) Ensure that the Subgrantee is compliant with IFA approved RHRGP policies which are attached hereto as Exhibit "B" and are incorporated herein by this reference and the terms and conditions of this subgrant agreement;
- ix) Other miscellaneous items such as, but not limited to, the return of the executed grant contract to IFA, conduct a second public hearing and submit the affidavit of publication and final hearing minutes to IFA, and complete the project completion report to IFA etc., in accordance with the current GMH.

b. Comply with Fair Housing Requirements. CITY shall:

- i. Provide to the State a copy of an adopted Fair Housing resolution,

with evidence (affidavit of publication) that such resolution has been published and documentation that the CITY distributed fair housing posters and brochures within six months of the initial drawdown of funds under the Grant Contract; and,

- ii. Undertake at least one other fair housing activity within the community during the period of the Grant Contract from the list of activities identified in the current GMH. Documentation that this was completed must be submitted to IFA prior to the final draw for funds from IFA.
- c. **§504 Self Evaluation Checklist.** CITY shall provide to the State a copy of the self evaluation checklist required by §504 of the Rehabilitation Act, and if applicable a nondiscrimination policy and grievance procedures.
- i. The 504 self evaluation checklist can be no more than 5 years old by the time the first draw for funds is received by IFA.
 - ii. CITY shall provide to the State evidence that the notice of nondiscrimination was published (affidavit of publication) and provided a copy of the nondiscrimination policy and a copy of the of the grievance procedures to IFA.
- d. **Excessive Force Policy.** CITY shall provide to the State a copy of the excessive force policy adopted by the Jurisdiction, with the submission of the signed grant contract to IFA.
- e. **Environmental -**
- i. Exemption - CITY shall provide to the State a copy of the environmental exemption for grant administration/program management and other non-construction activities prior to entering into this subgrant agreement.
 - ii. Housing Rehabilitation Program Tiered Review - CITY shall:
 - 1. Provide to the State a copy of the environmental review record for the RHRRLF program as a whole, complete the public comment process and submit the Request for Release of Funds (RROF) to the State. CITY shall ensure that no loans or grants from the RHRRLF are committed or approved prior to the receipt of the Release of Funds (ROF) from the state; and,
 - 2. CITY shall ensure that site specific environmental reviews are completed for each loan or grant, prior to that loan or grant being approved under the RHRRLF program.

- f. **Section 3 Requirements** – The CITY shall prepare and adopt an IFA reviewed Section 3 plan, and submit the adopted plan to IFA prior to the first draw for non-construction funds; and,
 - i. By no later than January 31 of each year the CITY shall submit the required annual Section 3 report to IFA, if required; and,
 - ii. Ensure that the Section 3 requirements contained in the CITY’s plan are passed down to the Subgrantee within this subgrant agreement.

- g. **Limited English Proficiency Language Access Plan (LAP)** – CITY shall:
 - i. Prepare and adopt an IFA reviewed LAP, and provide a copy of the adopted plan to IFA prior to the first draw for non-construction funds; and,
 - ii. Ensure the Subgrantee prepares and adopts an IFA reviewed LAP, and provides a copy of the adopted plan to IFA prior to the first draw for non-construction funds; and,
 - iii. Ensures the Subgrantee complies with the both the CITY’s and the Subgrantee’s own LAP’s.

- h. **Opportunities for Minority, Women and Emerging Small Business (MBE/WBE)** - CITY shall:
 - i. Ensure that the Subgrantee completes and documents compliance with the minimum acceptable outreach efforts/STANDARDS to MBE/WBE; and,
 - ii. Encourage the Subgrantee to use the guidelines contained in the GMH in implementing outreach programs to ensure the inclusion to the maximum extent feasible, of entities owned by minorities and women; and,
 - iii. Submit the MBE/WBE activity report to IFA prior to the submission of the final draw for funds to IFA.

- i. **IFA Documents Review Prior to Dissemination and System Award Management (SAM)** – CITY shall:
 - i. Ensure that all Subgrantee marketing materials are pre-approved by IFA prior to dissemination;
 - ii. Ensure that this subgrant agreement and any professional services agreements between the subgrantee and a professional services provider are pre-approved by IFA prior to execution; and,
 - iii. Ensure that the required (SAM) check is completed prior to execution of this subgrant agreement and any professional services agreements between the subgrantee and a professional services provider.

- j. **Timeliness** – CITY shall ensure subgrantee complies with the requirements contained in Section IV “Time of Performance” of this subgrant agreement and expeditiously draws funds from the state.
- k. **Financial Management, Source Documentation and Invoicing** – The CITY shall ensure indirect costs are not billed to the CDBG program and:
 - i. Ensure that all invoicing received for grant administration, program management and environmental assessment preparation from the subgrantee is based upon either 1) a percentage of the total fees for the specific activity, available under this subgrant agreement as the established benchmarks are met by subgrantee; or, 2) a flat hourly rate;
 - ii. Ensure all housing rehabilitation costs for each homeowner are documented by invoices and receipts for all costs incurred; and,
 - iii. All invoices attached to the cash disbursements sent to IFA must conform to the requirements in the current GMH.

CITY hereby delegates such administrative responsibility and authority necessary to accomplish requirements of the individual activity of housing rehabilitation under said Grant Number H17014 to CAT in return for the THINGS TO BE DONE BY CAT and other provisions of this Agreement.

- l. CITY agrees to defend, indemnify and save harmless CAT, its officers, agents, and employees from and against all claims arising out of the negligent acts or errors of CITY, up to the limits of Oregon Torts Claims Act. This paragraph is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution, and ORS 30.260 to 30.300 the Oregon Tort Claims Act.
- m. CITY shall not waive any permit fees required by local ordinance or state law for any construction resulting from these rehabilitation grants.

II. GENERAL PROVISIONS:

1. **Evaluation**. CAT’s performance will be monitored and evaluated in accordance with:
 - a. Project activities approved by the State of Oregon and referenced herein; and,
 - b. Agreement obligations, including quantifiable goals.
2. **Dispute Resolution**. Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CITY and CAT arising out of, or relating to, this Agreement or the breach of it will be decided, by arbitration, mediation, or other alternative dispute resolution mechanism, or in a court of competent jurisdiction within the State of Oregon.

3. **Default; Payment.** If, through any cause, CAT shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if CAT shall violate any of the covenants, agreements, or stipulations of this Agreement, CITY shall thereupon have the right to terminate this Agreement by giving written notice to CAT of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by CAT under this Agreement shall, at the option of CITY, become its property, and CAT shall be entitled to reimbursement for any satisfactory work completed on such documents. Such reimbursement will be made for actual out of pocket expenditures incurred by CAT for work on unfinished items through the termination date, not previously paid for under the terms of this Agreement. In that event, all documents, data, studies, surveys, drawings, maps, models, photographs and reports or other materials prepared by CAT under this Agreement shall, at the option of CITY, become its property, and CAT shall be entitled to receive compensation for its actual cost of administration and management as provided under this agreement, up to a total of \$90,000 and CAT's actual cost of environmental review preparation, not to exceed \$15,000, for any satisfactory work completed on such documents or materials prior to the termination. Notwithstanding the above, CAT shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any breach of this Agreement by CAT and CITY may withhold any payments to CAT until such time as the exact amount of damages due CITY from CAT is determined.
4. **Termination.** Either party may terminate this Agreement at any time by giving at least thirty (30) days notice in writing. If the Agreement is terminated by CITY as provided herein, CAT will receive compensation for its actual cost of administration and management as provided under this agreement, up to a total of \$90,000 for services and CAT's actual cost of environmental review preparation, not to exceed \$15,000, rendered prior to the effective termination date; provided, however, that if less than 60% of the services covered by this Agreement have been performed upon the effective date of such termination, CAT shall be reimbursed (in addition to the above payment) for that portion of the actual out of pocket costs (not otherwise reimbursed under this Agreement) incurred by CAT during the pre-termination period which are directly attributable to the uncompleted portion of the services covered by this Agreement. In the event the CAT chooses to terminate this Agreement, CAT, if so requested by CITY, shall make available one full time person for an additional 30 days to train new personnel. This person will be available to CITY at CAT's cost.
5. **Modification Amendment.** CITY may, from time to time, request changes in the scope of the services of CAT to be performed hereunder. Such changes, including any increase or decrease in the amount of CAT's compensation, which are mutually agreed upon by CITY and CAT, shall be incorporated into written amendments to this Agreement for approval by OBDD prior to the effective date of such amendments.

6. **Use and Publication of Information.** CITY and the State of Oregon shall have unrestricted authority to reproduce, distribute, publish, or otherwise use any submitted report, data, materials or any other kind of written material, wholly or any part for any purpose.
7. **Governmental Access.** CITY, the State of Oregon, the U.S. Department of Housing and Urban Development, and Comptroller General of the United States, and any of their duly authorized representatives, shall have access (with reasonable prior notification) to any book, documents, papers and records of the agreement which are directly pertinent to this specific Agreement, for the purpose of making audit, examination, excerpts, and transcriptions. Any deficiencies noted in such audit reports must be cleared by CAT within 60 days after receipt by CAT. Failure by CAT to comply with the above audit requirements will constitute a violation of this Agreement and may result in withholding of future payments by CITY.
8. **Non-Interest in Work.** No member, officer, or employee of CITY or CAT, no member of the governing body of CITY or CAT who exercises any functions or responsibilities with respect to this Agreement during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in work to be performed in connection with this Agreement. All contracts shall incorporate, or cause to be incorporated, in all subcontracts a provision prohibiting such interest.
9. **Integration.** This Agreement supersedes all prior oral and written agreements between CAT and CITY regarding this project. It represents the entire Agreement between the parties. Time is of the essence in all terms, provisions, covenants, and conditions of this Agreement.
10. **Savings.** Should any clause or section of this Agreement be declared by a court to be void or voidable, the remainder of this Agreement shall remain in full force and effect.
11. **Waiver; Modification.** Failure by CITY to enforce any provision of this Agreement does not constitute CITY 'S continuing waiver of that provision, or of the entire Agreement. The rights and duties under this Agreement shall not be modified, delegated, transferred or assigned, except upon the written signed consent of both parties.
12. **Liability; Indemnification.** Each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorney's fees and other costs and expenses of litigation, for personal property or damage arising out of the party's performance required by this Agreement. With regard to CITY, this paragraph is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution, and ORS 30.260 to 30.300, the Oregon Tort Claims Act.

13. **Legal Representation.** In entering into this Agreement, each party has relied solely upon the advice of its own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

14. **Attorneys' Fees.** Attorney fees, costs and disbursements necessary to enforce this Agreement through mediation, arbitration, and/or litigation, including bankruptcy proceeds and all civil appeals, shall be awarded to the prevailing party and paid by the other party, unless otherwise specified herein or agreed.

Any notice required or permitted under this Agreement shall be in writing and deemed given when:

- (a) actually delivered, or
- (b) three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

15. **Language.** The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

16. **CAT Not an Agent of CITY.** CAT is not carrying out a function on behalf of CITY. CITY does not have the right to direct or control in any manner the CAT's delivery of services or activities under this Agreement.

17. **Oregon Workers' Compensation Law.** CAT, any of its subcontractors, agents, successors, etc., and all employers working under this contract are subject employers under, and shall comply with, the Oregon Workers' Compensation law, ORS Chapter 656 which is incorporated herein by reference.

18. **Subcontracting.** Any subcontract ad infinitum of this Agreement shall express the GENERAL PROVISIONS section of this Agreement or incorporate it by reference.

19. **Conflict of Interest.** No employee, agent, consultant, officer, elected official or appointed official of the city or county grant recipient or any of its subrecipients (sub-grantees) receiving CDBG funds who exercise or have exercised any functions or responsibilities with respect to CDBG activities who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity or have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom that have family or business ties, during their tenure or for one year thereafter, in accordance with 24 CFR Part 570.489(h).

20. **Force Majeure.** CITY or CAT shall not be held responsible for delay or default due to an unforeseeable cause beyond either parties control, including, but not limited to, fire, riot, acts of God, terrorist acts, or other acts of political sabotage, war, or other similar event.
21. **Minority, Women and Emergency Small Business.** Before the final payment to Contractor is made, Contractor shall submit the “Minority, Women and Emerging Small Business Activity Report” in form of Exhibit C attached hereto.

SECTION 3

CITY and CAT acknowledge that the following paragraphs A through H inclusive are Section 3 HUD requirements

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract

is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
- H. CITY and CAT will comply with Annual Summary Reporting in accordance with HUD Section 3 requirements.

III. CERTIFICATION REGARDING LOBBYING.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with the awarding of any Federal grants, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, grant, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers/ (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

IV. OTHER CONDITIONS RELATED TO GRANT CONTRACT H17014 between IFA and the CITY OF ASTORIA

- A. **Lobbying.** Subgrantee shall sign **Exhibit C**, the “Certification Regarding Lobbying,”
- B. **Nondiscrimination.** The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subgrantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause
- C. **Subgrantee and Contractor/Subcontractor Covenants.** Compliance with Laws. This section will be reviewed after the contract between the City of Astoria and IFA has been executed to ensure it matches the contract between the City of Astoria and IFA. To the extent applicable, Subgrantee agrees to comply, and cause its agents and contractors to comply, with all applicable state and federal laws, regulations, policies, guidelines and requirements with respect to the use of and the administration, distribution and expenditure of the funds provided in the 2013 MOD and the current GMH, including but not limited to the following:
 - 1. The Housing and Community Development Act of 1974, as amended, and with all related applicable laws, rules and regulations, including but not limited to Sections 104(d), 109 and 110 of the Act, 42 U.S.C. §5304 (1994), and the regulations promulgated pursuant thereto, and 12 U.S.C. §1735b (1994).
 - 2. Section 3 [Exhibit D of this subgrant agreement] of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u) (Section 3) requires the Local Jurisdiction to enforce the section 3 requirements in all construction contracts, or any non-construction activity that leads to construction, such as engineering, architectural, program management work etc. of \$100,000 or more, to ensure that employment and other economic and business opportunities generated by the Department of Housing and Urban Development (HUD) financial assistance, to the greatest extent feasible, are

directed to public housing residents and other low-income persons, particularly recipients of government housing assistance, and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 requirements apply to all housing rehabilitation funds, if the funds are anticipated to be used for construction activities that will exceed \$100,000 per loan/grant or if any individual construction contractor has an aggregate of \$100,000 of construction contracts funded with CDBG funds; and,

All CDBG grant recipients are required to submit:

- An annual HUD 60002 form by no later than January 31 of each year to IFA. The reporting period is January 1 – December 31 of each year;
- A final HUD 60002 form at the completion of the project covering any information that was not previously reported on the most recent annual submission; and
- A Section 3 Plan prior to the first draw of non-construction funds.
- Include the Section 3 clause into every loan/grant agreement (Exhibit 5F of the 2013 GMH)

2. Minority Women and Emerging Small Business Activity Reporting [Exhibit E of this subgrant agreement] must be completed and submitted prior to the last draw for all contracts, subcontracts, loans and grants in excess of \$10,000 must be completed and submitted prior to the last draw. In addition, the Subgrantee must provide to the Local Jurisdiction documentation demonstrating that:

- a) The Subgrantee met the minimum acceptable outreach efforts/STANDARDS to MBE/WBE; and any;
- b) Efforts the Subgrantee conducted to encourage outreach programs to ensure the inclusion to the maximum extent feasible, of entities owned by minorities and women;

3. Limited English Proficiency Language Access Plan (LAP) – Local Jurisdiction shall:

- a) Prepare and adopt an IFA reviewed LAP, and provide a copy of the adopted plan to IFA prior to the first draw for non-construction funds; and,
- b) Ensure the Subgrantee prepares and adopts an IFA reviewed LAP, and provides a copy of the adopted plan to IFA prior to the first draw for non-construction funds; and,
- c) Ensures the Subgrantee complies with the both the Local Jurisdictions and the Subgrantee's own LAP's.

4. **Title VI of the Civil Rights Act of 1964**, 42 U.S.C. 2000d (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§1.1-1.10 (1997). The Subgrantee will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
5. **Title VIII of the Civil Rights Act of 1968**, as amended, popularly known as the Fair Housing Act, 42 U.S.C. §§3601-3631 (1994), *as amended by* Pub. L. 104-76, §§1-3 109 Stat. 787 (1995); Pub. L. 104-66, Title I, §1071(e), 109 Stat. 720 (1995); Pub. L. 90-284, Title VIII, §814A, as added Pub. L. 104-208, Div. A, Title II, §2302(b)(1), 110 Stat. 3009-3421 (1996); Pub. L. 104-294, title VI, §604(b)(15), (27), 110 Stat. 3507, 3508 (1996)
6. **Exec. Order No. 11,063**, 46 F.R. 1253 (1962), *reprinted as amended in* 42 U.S.C. §1982 (1994) and the regulations promulgated pursuant thereto, 24 C.F.R. §§107.10-107.65 (1997).
7. **Exec. Order No. 11,246**, 30 F.R. 12319 (1965), *as amended by* Exec. Order No. 11,375, 32 F.R. 14303 (1967), *reprinted in* 42 U.S.C. §2000e (1994), and the regulations promulgated pursuant thereto, 41 C.F.R. §§60-1.1 to 60-999.1 (1997)
8. The **Age Discrimination Act** of 1975, 42 U.S.C. §§6101-6107 (1994).
9. **Section 504** of the Rehabilitation Act of 1973, 29 U.S.C. 794 (1994).
10. Section 302 of the **Lead-Based Paint Poisoning Prevention Act**, 42 U.S.C. §4822 (1994), and the regulations promulgated pursuant thereto, 24 C.F.R. §§35.1-35.98 (1997).
11. The **Architectural Barriers Act** of 1968, 42 U.S.C. §§4151-4157 (1994).
12. **Religious Organization**. The Subgrantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).
13. **Environmental Conditions**
 - a) Air and Water. The Subgrantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:
 - (1) Clean Air Act, 42 U.S.C., 7401, et seq.
 - (2) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - (3) Environmental Protection Agency (EPA) regulations pursuant to 40

C.F.R., Part 50, as amended.

- b) Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subgrantee shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
 - c) Historic Preservation. The Subgrantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.
14. ORS §§294.305-294.565 (1997) and other applicable state laws for county and municipal administration.
 15. Special program and grant administration requirements imposed by the State related to the acceptance and use of funds provided under the Grant Contract or Closeout Agreement (which requirements have been approved in accordance with the procedures set forth in the current Grant Management Handbook).

Acknowledgment: EACH PARTY REPRESENTS TO THE OTHER BY ITS SIGNATURE BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

IN WITNESS WHEREOF, the parties have subscribed their names and affixed their seals as of the day and year hereinafter written.

DATED this _____ day of _____, 2018 at Astoria, Oregon.

CITY OF ASTORIA,
a political subdivision of the State of Oregon.

By: _____
Arline LaMear, Mayor

Approved as to Form:

By: _____
City Attorney

DATED this _____ day of _____, 2018, at St. Helens, Oregon.

COMMUNITY ACTION TEAM, INC.
An Oregon nonprofit corporation


By: _____
Daniel Brown, Executive Director



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: JULY 2, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PROMOTE ASTORIA FUNDS - AGREEMENT FOR PROFESSIONAL SERVICES WITH ASTORIA-WARRENTON CHAMBER OF COMMERCE

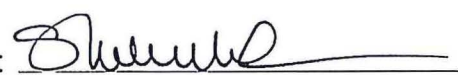
DISCUSSION/ANALYSIS

City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations."

An agreement for Astoria-Warrenton Chamber of Commerce for Visitor Center Services in the budgeted amount of \$ 137,370 and Lower Columbia Tourism Committee professional services in the budgeted amount of \$ 198,640 has been reviewed by the City Attorney and is attached for Council consideration. The amounts for this agreement are in the Fiscal Year 2018-19 budget, adopted by Council at their June 4, 2018 meeting.

RECOMMENDATION

It is recommended that City Council approve execution of the Agreement for Professional Service with Astoria-Warrenton Area Chamber of Commerce.

By: 

Susan Brooks, Director of Finance
and Administrative Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 1st day of July, 2018, between **City of Astoria**, hereinafter "**CITY**" and **Astoria-Warrenton Area Chamber of Commerce**, an Oregon Not-for-Profit Corporation and independent contractor in good standing, hereinafter called "**CHAMBER**".

WITNESSETH

Whereas, the CITY requires services which CHAMBER is capable of providing, under terms and conditions hereinafter described; and

Whereas, CHAMBER is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

In consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term. The term of this agreement shall commence on July 1, 2018 and terminate on June 30, 2019 Agreement may be terminated with a 60 day written notice by either party.
2. Services. CHAMBER agrees to provide services to CITY in accordance with the Scope of Work incorporated by reference as Exhibit "A".
3. Compensation. The amount the CITY shall pay the CHAMBER is not to exceed \$137,370 for Visitor Center Services and an amount not to exceed \$ 198,640 for Lower Columbia Tourism Committee Services. These amounts are dependent upon motel tax collections.
 - a. CHAMBER shall furnish the CITY with updated W-9 information, as designated by the Internal Revenue Service.
 - b. CITY shall make payments to CHAMBER on a monthly basis, after full execution of agreement.
4. CITY Contacts. For purposes hereof, the CITY contacts are the City Manager and Director of Finance and Administrative Services, 1095 Duane Street, Astoria, OR 97103.
5. CHAMBER Contacts. For purposes hereof, the CHAMBER contact is the Executive Director, PO Box 176, Astoria, OR 97103.
6. CITY's Business License. Before permitting a sub consultant to begin work, CHAMBER shall verify a current business license is on file for the sub consultant.
7. Insurance. Prior to provision of services under this contract, CHAMBER shall procure professional and comprehensive general liability insurance with limits that, at a minimum, comply with the limits of local public body liability described in ORS 30.272-273 and shall provide original certificates of insurance to the City Director of Finance and Administrative Services, evidencing proof of CHAMBER insurance policies in effect for the type of coverage set forth below and within the stated limits.

At all times during the term of this agreement, CHAMBER shall keep such insurance policies in full force and effect and shall provide the CITY with original certificates of insurance. The CITY shall be named as an additional insured and no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage shall occur without 30-days written notice to City of Astoria Finance Department. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.

8. Worker's Compensation. CHAMBER, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.
9. Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens and Withholding Taxes. CHAMBER shall make payment promptly, as due, to all persons supplying contractor labor or material necessary to execute the work provided for in this Agreement. CHAMBER shall pay all contributions or amounts due the Industrial Accident Fund from CHAMBER or any sub consultant incurred in the performance of the Agreement. CHAMBER shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished. CHAMBER shall pay to the Department of Revenue all sums withheld from Employees pursuant to ORS 316.167.
10. Books and Records. CHAMBER shall keep all invoices, vouchers and other documentation for review by CITY's Finance Department, as needed, for the purposes of audit, examination, excerpts and transcripts.
11. Assignment. The responsibility for performing CHAMBER services under the terms of this agreement shall not be assigned, transferred, delegated or otherwise referred by CHAMBER to a third person without prior consent of City agent.
12. Indemnity. CHAMBER agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, CHAMBER, or others resulting from or arising out of CHAMBER'S negligent acts, errors or omission in service pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CHAMBER and CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CHAMBER.
13. Accounting and Reporting. Per city Code 8.045.18 Non-Profit shall provide City, semi-annual financial reports by August 1 and February 1, covering the six months ended June 30 and December 31, respectively, of each year. These reports shall provide a verified listing of the expenditures with adequate narrative, so the City can be satisfied as to the appropriateness of the expenditures. In addition a report of services performed shall be presented in a format acceptable to City, and will, at City's discretion, include a presentation at a meeting of the Budget Committee of the City. The Budget committee of the City shall review reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year.

14. Complete Agreement. This Agreement and its referenced attachments constitute the complete agreement between CITY and CHAMBER and supersedes all prior written or oral discussions or agreements. CHAMBER's services are defined solely by this Agreement and its attachments and not by any other contract or agreement that may be associated with this Agreement.
15. No Religious Activities: No City funds may be used to promote institutions of religion or religious activities, symbols or presentations.
16. Equal Opportunity and Non Discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.
17. Applicable Law. The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance and any other claims related to it.

City:

**Astoria-Warrenton Area
Chamber of Commerce:**

Arline LaMear, Mayor

David Reid, Executive Director

Brett Estes, City Manager



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email=blair@astoria.law, c=US
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Exhibit A

Scope of Work

Tourism Information, Marketing and Promotional Efforts

The Astoria-Warrenton Area Chamber of Commerce "Chamber" shall at a minimum provide the following efforts to proactively market the City of Astoria to promote tourism and local businesses by leveraging existing marketing and promotional resources and strategies to accomplish the following objectives:

- Maintain affiliations, conduct promotions, incur advertising and printing expenses and create and operate a marketing program designed to encourage travelers to visit the area.
- Maintain, update and expand an exciting and informational website with a dynamic press kit and provide a link to the City website.
- Build and strengthen visitor relationships to encourage repeat trips while working with the community to minimize negative tourist impacts on the local population.
- Educate and highlight positive tourism impacts while working with City staff and law enforcement to minimize possible negative impacts
- Reinforce Astoria's image as an inviting tourist destination with a rich heritage, historical significance, unique festivals/events and a variety of interesting experiences.
- Reinforce existing media relationships and expand reach.
- Develop, update and distribute event dates and information to long lead publications for tourism promotion.
- Staff and maintain the Astoria Visitor Information Center on a daily basis, throughout the year, except for major holidays. The Center will provide considerate service to visitor, after hour access to information, a variety of information regarding local attractions, lodging facilities, restaurants, festivals, historical interests and activities. The Center will provide assistance to business and visitors requesting relocation information or development in the local vicinity. The Center will maintain statistics on visitors.
- Produce, distribute and have available a comprehensive Visitor Guide for the area.
- Coordinate distribution of up-to-date walking maps for visitors, tour groups, boat and cruise ship passengers
- Produce and distribute pads of area visitor maps to local businesses, lodging facilities and organizations.
- Represent the interest of Astoria with state and regional tourism agencies, through partnerships to stimulate tourism in the county and the state.

- Respond appropriately to inquiries generated by the Lower Columbia Tourism Committee advertising, public relations and through internet/website.
- Provide reporting and accounting as required in Agreement under section 13.
- The Chamber shall acknowledge City of Astoria, Promote Astoria Fund participation in all documents or publications prepared (not inclusive of print advertising) or equipment and software purchased in the performance of this agreement



CITY OF ASTORIA

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MEMORANDUM • FINANCE DEPARTMENT

DATE: JULY 2, 2018
TO: MAYOR AND CITY COUNCIL
FROM: BRETT ESTES, CITY MANAGER
SUBJECT: PROMOTE ASTORIA FUNDS - AGREEMENT FOR PROFESSIONAL SERVICES WITH ASTORIA DOWNTOWN HISTORIC DISTRICT ASSOCIATION (ADHDA)

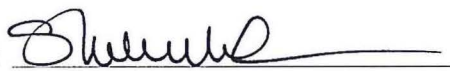
DISCUSSION/ANALYSIS

City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. The contract will designate how the funds will be expended by contracting organizations."

An agreement in the budgeted amount of \$ 40,000 for Astoria Downtown Historic District Association (ADHDA) has been reviewed by the City Attorney and is attached for Council consideration. The amount for this agreement is contained in the Fiscal Year 2017-19 budget, adopted by Council at their June 4, 2018 meeting. It should be noted funds were budgeted for ADHDA to manage parking control in the downtown area and this agreement will be brought to Council as a separate agenda item.

RECOMMENDATION

It is recommended that City Council approve execution of the Agreement for Professional Service with Astoria Downtown Historic District Association (ADHDA).

By: 

Susan Brooks, Director of Finance
and Administrative Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 1st day of July, 2018, between **City of Astoria**, hereinafter "**CITY**" and **Astoria Downtown Historic District Association**, an Oregon Not-for-Profit Corporation and independent contractor in good standing, hereinafter called "**ADHDA**".

WITNESSETH

Whereas, the CITY requires services which ADHDA is capable of providing, under terms and conditions hereinafter described; and

Whereas, ADHDA is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

In consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term. The term of this agreement shall commence on July 1, 2018 and terminate on June 30, 2019. Agreement may be terminated with a 60 day written notice by either party.
2. Services. ADHDA agrees to provide services to CITY in accordance with the Scope of Work incorporated by reference as Exhibit "A".
3. Compensation. The amount the CITY shall pay the ADHDA is not to exceed \$ 40,000. These amounts are dependent upon motel tax collections.
 - a. ADHDA shall furnish the CITY with updated W-9 information, as designated by the Internal Revenue Service.
 - b. CITY shall make payments to ADHDA on a semi-annual basis, after full execution of agreement.
4. CITY Contacts. For purposes hereof, the CITY contacts are the City Manager and Director of Finance and Administrative Services, 1095 Duane Street, Astoria, OR 97103.
5. ADHDA Contacts. For purposes hereof, the ADHDA contact is the Executive Director, PO Box 261, Astoria, OR 97103.
6. CITY's Business License. Before permitting a sub consultant to begin work, ADHDA shall verify a current business license is on file for the sub consultant.
7. Insurance. Prior to provision of services under this contract, ADHDA shall procure professional and comprehensive general liability insurance with limits that, at a minimum, comply with the limits of local public body liability described in ORS 30.272-273 and shall provide original certificates of insurance to the City Director of Finance and Administrative Services, evidencing proof of ADHDA insurance policies in effect for the type of coverage set forth below and within the stated limits.

At all times during the term of this agreement, ADHDA shall keep such insurance policies in full force and effect and shall provide the CITY with original certificates of insurance. The CITY shall be named as an additional insured and no cancellation, material change, exhaustion

of aggregate limits or intent not to renew insurance coverage shall occur without 30-days written notice to City of Astoria Finance Department. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.

8. Worker's Compensation. ADHDA, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.
9. Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens and Withholding Taxes. ADHDA shall make payment promptly, as due, to all persons supplying contractor labor or material necessary to execute the work provided for in this Agreement. ADHDA shall pay all contributions or amounts due the Industrial Accident Fund from ADHDA or any sub consultant incurred in the performance of the Agreement. ADHDA shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished. ADHDA shall pay to the Department of Revenue all sums withheld from Employees pursuant to ORS 316.167.
10. Books and Records. ADHDA shall keep all invoices, vouchers and other documentation for review by CITY's Finance Department, as needed, for the purposes of audit, examination, excerpts and transcripts.
11. Assignment. The responsibility for performing ADHDA services under the terms of this agreement shall not be assigned, transferred, delegated or otherwise referred by ADHDA to a third person without prior consent of City agent.
12. Indemnity. ADHDA agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, ADHDA, or others resulting from or arising out of ADHDA'S negligent acts, errors or omission in service pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of ADHDA and CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the ADHDA.
13. Accounting and Reporting. Per city Code 8.045.18 Non-Profit shall provide City, semi-annual financial reports by August 1 and February 1, covering the six months ended June 30 and December 31, respectively, of each year. These reports shall provide a verified listing of the expenditures with adequate narrative, so the City can be satisfied as to the appropriateness of the expenditures. In addition a report of services performed shall be presented in a format acceptable to City, and will, at City's discretion, include a presentation at a meeting of the Budget Committee of the City. The Budget committee of the City shall review reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year.
14. Complete Agreement. This Agreement and its referenced attachments constitute the complete agreement between CITY and ADHDA and supersedes all prior written or oral discussions or agreements. ADHDA's services are defined solely by this Agreement and its attachments and not by any other contract or agreement that may be associated with this Agreement.

15. No Religious Activities: No City funds may be used to promote institutions of religion or religious activities, symbols or presentations.
16. Equal Opportunity and Non Discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.
17. Applicable Law. The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance and any other claims related to it.

City:

**Astoria Downtown Historic District
Association (ADHDA):**

Arline LaMear, Mayor	Date	Sarah Lu Heath, Executive Director	Date
Brett Estes, City Manager	Date	Dulcye Taylor, ADHDA President	Date

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Exhibit A

Scope of Work

Tourism Information, Marketing and Promotional Efforts

The Astoria Downtown Historic District Association "ADHDA" shall at a minimum provide the following efforts to proactively market the City of Astoria to promote tourism and local businesses by leveraging existing marketing and promotional resources and strategies to accomplish the following objectives:

- Represent the interest of Astoria through participation in the Oregon Main Street Program and the National Main Street Network while incorporate the following benefits of the Main Street Program:
 - Improved image and community pride
 - Increased occupancy rates
 - Business retention, recruitment, expansion, and jobs
 - Technical assistance, funding opportunities, finance assistance, and training
 - New business and job opportunities
 - Better relations between local government and private sector
 - Promotion and marketing of community
 - Increased variety of service
- Encourage community involvement and investment in preserving the character of downtown Astoria while promoting its health and future.
- Maintain, update and expand an exciting and informational website with a link to the City website.
- Build and strengthen visitor relationships to encourage repeat trips while working within the community to minimize negative impacts on the local population.
- Reinforce Astoria's image as an inviting tourist destination and business opportunity location with a rich heritage, historical significance, unique festivals/events and a variety of interesting experiences.
- Reinforce existing media relationships.
- Promote downtown Astoria through programs and coordinated events.
- Provide reporting and accounting as required in Agreement under section 13.
- ADHDA shall acknowledge City of Astoria, Promote Astoria Fund participation in all documents or publications prepared (not inclusive of print advertising) or equipment and software purchased in the performance of this agreement



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: July 6, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: DOWNTOWN PARKING AND VISITOR INFORMATION AGREEMENT
WITH ASTORIA DOWNTOWN HISTORIC DISTRICT ASSOCIATION
(ADHDA)

DISCUSSION/ANALYSIS

During the budget hearings for fiscal year ending 6/30/2017, staff presented a concept to provide a new contracted service for downtown parking enforcement with the Astoria Downtown Historic District Association (ADHDA). As a part of the contracted duties, the ADHDA parking officer would also provide information services to visitors to Astoria. Both services encourage turnover in downtown parking spaces and provide better visitor experience while shopping in the downtown historic district.

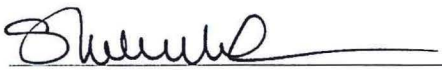
The attached agreement provides \$22,000 to ADHDA for downtown parking and visitor information services. Administration of the program is left to the ADHDA. Parking violations written by the ADHDA, Community Outreach Officer (COO) are filed in Astoria Municipal Court with fine proceeds retained by the City. The City provides citation books and uniforms to the COO. Per city Code 8.045.18, ADHDA is required to submit semi-annual reports to the City along with a listing of financial expenditures.

The funding for this agreement is included in the adopted Fiscal Year 18-19 budget in the Promote Astoria Fund.

City Attorney Henningsgaard has approved the agreement to form.

RECOMMENDATION

It is recommended that City Council approve the agreement with ADHDA for Visitor Information and Parking Control.

By: 

Susan Brooks, Director of Finance
and Administrative Services

AGREEMENT FOR PARKING AND TOURIST INFORMATION SERVICES

This Agreement is made this ____ day of _____, 2018, between **City of Astoria**, hereinafter "**CITY**" and **Astoria Downtown Historic District Association**, an Oregon Not-for-Profit Corporation and independent contractor in good standing, hereinafter called "**ADHDA**".

WITNESSETH

Whereas, the CITY requires services which ADHDA is capable of providing, under terms and conditions hereinafter described; and

Whereas, ADHDA is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

In consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term. The term of this agreement shall commence on July 1, 2018 and terminate on June 30, 2019 Agreement may be terminated with a 60 day written notice by either party.
2. Services. ADHDA agrees to provide services to CITY in accordance with the Scope of Work incorporated by reference as Exhibit "A".
3. Compensation. The amount the CITY shall pay the ADHDA is not to exceed \$ 22,000. These amounts are dependent upon motel tax collections.
 - a. ADHDA shall furnish the CITY with updated W-9 information, as designated by the Internal Revenue Service.
 - b. CITY shall make payments to ADHDA on a semi-annual basis, after full execution of agreement.
4. CITY Contacts. For purposes hereof, the CITY contacts are the City Manager and Director of Finance and Administrative Services, 1095 Duane Street, Astoria, OR 97103.
5. ADHDA Contacts. For purposes hereof, the ADHDA contact is the Executive Director, PO Box 261, Astoria, OR 97103.
6. CITY's Business License. Before permitting a sub consultant to begin work, ADHDA shall verify a current business license is on file for the sub consultant.
7. Insurance. Prior to provision of services under this contract, ADHDA shall procure professional and comprehensive general liability insurance with limits that, at a minimum, comply with the limits of local public body liability described in ORS 30.272-273 and shall provide original certificates of insurance to the City Director of Finance and Administrative Services, evidencing proof of ADHDA insurance policies in effect for the type of coverage set forth below and within the stated limits.

At all times during the term of this agreement, ADHDA shall keep such insurance policies in full force and effect and shall provide the CITY with original certificates of insurance. The CITY shall be named as an additional insured and no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage shall occur without 30-days written notice to City of Astoria Finance Department. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.

8. Worker's Compensation. ADHDA, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.
9. Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens and Withholding Taxes. ADHDA shall make payment promptly, as due, to all persons supplying contractor labor or material necessary to execute the work provided for in this Agreement. ADHDA shall pay all contributions or amounts due the Industrial Accident Fund from ADHDA or any sub consultant incurred in the performance of the Agreement. ADHDA shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished. ADHDA shall pay to the Department of Revenue all sums withheld from Employees pursuant to ORS 316.167.
10. Books and Records. ADHDA shall keep all invoices, vouchers and other documentation for review by CITY's Finance Department, as needed, for the purposes of audit, examination, excepts and transcripts.
11. Assignment. The responsibility for performing ADHDA services under the terms of this agreement shall not be assigned, transferred, delegated or otherwise referred by ADHDA to a third person without prior consent of City agent.
12. Indemnity. ADHDA agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, ADHDA, or others resulting from or arising out of ADHDA'S negligent acts, errors or omission in service pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of ADHDA and CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the ADHDA.
13. Accounting and Reporting. Per city Code 8.045.18 Non-Profit shall provide City, semi-annual financial reports by August 1 and February 1, covering the six months ended June 30 and December 31, respectively, of each year. These reports shall provide a verified listing of the expenditures with adequate narrative, so the City can be satisfied as to the appropriateness of the expenditures. In addition a report of services performed shall be presented in a format acceptable to City, and will, at City's discretion, include a presentation at a meeting of the Budget Committee of the City. The Budget committee of the City shall review reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year.
14. Complete Agreement. This Agreement and its referenced attachments constitute the complete agreement between CITY and ADHDA and supersedes all prior written or oral discussions or agreements. ADHDA's services are defined solely by this Agreement and its attachments and not by any other contract or agreement that may be associated with this Agreement.
15. No Religious Activities: No City funds may be used to promote institutions of religion or religious activities, symbols or presentations.
16. Equal Opportunity and Non Discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

17. Applicable Law. The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance and any other claims related to it.

City:

**Astoria Downtown Historic District
Association (ADHDA):**

Arline LaMear,
Mayor

Date

Sarah Lu Heath,
Executive Director

Date

Brett Estes,
City Manager

Date

Dulcye Taylor,
ADHDA President

Date



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ou, email=blair@astoria.law, c=US
Date: 2018.07.06 09:55:14 -08'00'

Exhibit A
Scope of Work

Parking and Tourist Information Services

The Astoria Downtown Historic District Association "ADHDA" shall at a minimum provide the following efforts to proactively manage parking enforcement in the Downtown District of the City of Astoria:

- ADHDA shall be responsible for enforcement of parking regulations within the Astoria Downtown Parking District defined in Code Section 6.355(7). The ADHDA shall cite violators into Astoria Municipal Court using the standard form of citation employed by the City.
- ADHDA shall be responsible for all aspects of the program for the provision of tourist assistance/information services and management of parking enforcement. Its responsibilities shall include, but are not limited to, paying all expenses incurred in connection with management of these programs and promoting the use of the appropriate parking areas by tourists, shoppers and patrons of service establishments and all other necessary and reasonably related incidental activities.
- City of Astoria is responsible to provide ADHDA with two (2) uniform shirts and a rain jacket which will appropriately identify the ADHDA agent as a tourist information and parking control officer. All enforcement activities pursuant to the agreement will be performed only by individuals wearing such uniforms.
- ADHDA shall acknowledge City of Astoria, Promote Astoria Fund participation in all documents or publications prepared (not inclusive of print advertising) or equipment and software purchased in the performance of this agreement



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: JULY 2, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: AGREEMENT FOR PROFESSIONAL SERVICES WITH CLATSOP ECONOMIC DEVELOPMENT RESOURCES (CEDR)

DISCUSSION/ANALYSIS

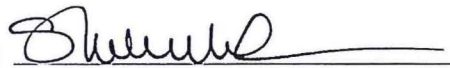
City Code Section 8.045.18 states "Organizations receiving funds from the Promote Astoria Fund shall enter into a contract with the City that will include a scope of work and budget to be approved annually by the Astoria City Council. In prior years the City has issued a contract with CEDR even though Promote Astoria Funds are not used for this purpose. The contract will designate how the funds will be expended by contracting organizations." Funding sources for the CEDR agreement are included in the budget and will be paid out accordingly from the following funds:

General Fund (Non-Interdepartmental)	\$ 3,320
Astoria East Urban Renewal District Fund	\$ 3,340
Astoria West Urban Renewal District Fund	<u>\$ 3,340</u>
Total	\$ 10,000

While the agreement is with the City of Astoria, there will be funds distributed from the Astoria Development Commission which are within the City Manager's spending authority.

RECOMMENDATION

It is recommended that City Council approve execution of the Agreement for Professional Service with Clatsop Economic Development Resources (CEDR) for Fiscal Year 2018-2019.

By: 

Susan Brooks, Director of Finance
and Administrative Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made this 1st day of July, 2018, between **City of Astoria**, hereinafter "**CITY**" and **Clatsop Economic Development Resources**, an Oregon Not-for-Profit Corporation and independent contractor in good standing, hereinafter called "**CEDR**".

WITNESSETH

Whereas, the CITY requires services which CEDR is capable of providing, under terms and conditions hereinafter described; and

Whereas, CEDR is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

In consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Term. The term of this agreement shall commence on July 1, 2018 and terminate on June 30, 2019. Agreement may be terminated with a 60 day written notice by either party.
2. Services. CEDR agrees to provide services to CITY in accordance with the Scope of Work incorporated by reference as Exhibit "A".
3. Compensation. The amount to be paid to CEDR is not to exceed \$ 10,000, with \$ 3,334 coming from the CITY funds and remainder from Astoria Urban Renewal District funds.
 - a. CEDR shall furnish the CITY with updated W-9 information, as designated by the Internal Revenue Service.
 - b. CITY shall make payments to CEDR after full execution of agreement.
4. CITY Contacts. For purposes hereof, the CITY contacts are the City Manager and Director of Finance and Administrative Services, 1095 Duane Street, Astoria, OR 97103.
5. CEDR Contacts. For purposes hereof, the CEDR contact is the Executive Director, Clatsop Economic Development Resources, 1455 North Roosevelt, Seaside, OR 97138.
6. CITY's Business License. Before permitting a sub consultant to begin work, CEDR shall verify a current business license is on file for the sub consultant.
7. Insurance. Prior to provision of services under this contract, CEDR shall procure professional and comprehensive general liability insurance with limits that, at a minimum, comply with the limits of local public body liability described in ORS 30.272-273 and shall provide original certificates of insurance to the City Director of Finance and Administrative Services, evidencing proof of CEDR insurance policies in effect for the type of coverage set forth below and within the stated limits.

At all times during the term of this agreement, CEDR shall keep such insurance policies in full force and effect and shall provide the CITY with original certificates of insurance. The CITY shall be named as an additional insured and no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage shall occur without 30-days written notice to City of Astoria Finance Department. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30-day notice of cancellation provision shall be physically endorsed on to the policy.

8. Worker's Compensation. CEDR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.
9. Laborers and Materialmen, Contributions to Industrial Accident Fund, Liens and Withholding Taxes. CEDR shall make payment promptly, as due, to all persons supplying contractor labor or material necessary to execute the work provided for in this Agreement. CEDR shall pay all contributions or amounts due the Industrial Accident Fund from CEDR or any sub consultant incurred in the performance of the Agreement. CEDR shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, Municipal Corporation or subdivision thereof, on account of any labor or material furnished. CEDR shall pay to the Department of Revenue all sums withheld from Employees pursuant to ORS 316.167.
10. Books and Records. CEDR shall keep all invoices, vouchers and other documentation for review by CITY's Finance Department, as needed, for the purposes of audit, examination, excerpts and transcripts.
11. Assignment. The responsibility for performing CEDR services under the terms of this agreement shall not be assigned, transferred, delegated or otherwise referred by CEDR to a third person without prior consent of City agent.
12. Indemnity. CEDR agrees to indemnify and hold harmless the City of Astoria, its Officers and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to CITY, CEDR, or others resulting from or arising out of CEDR'S negligent acts, errors or omission in service pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CEDR and CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CEDR.
13. Accounting and Reporting. Non-Profit shall provide City, semi-annual financial reports by August 1 and February 1, covering the six months ended June 30 and December 31, respectively, of each year. These can be satisfied as to the appropriateness of the expenditures. In addition a report of services performed shall be presented in a format acceptable to City, and will, at City's discretion, include a presentation at a meeting of the Budget Committee of the City. The Budget committee of the City shall review reports during the budget process and recommend to the City Council the continuance, discontinuance, or changes to a contract each year.
14. Complete Agreement. This Agreement and its referenced attachments constitute the complete agreement between CITY and CEDR and supersedes all prior written or oral discussions or agreements. CEDR's services are defined solely by this Agreement and its attachments and not by any other contract or agreement that may be associated with this Agreement.
15. No Religious Activities: No City funds may be used to promote institutions of religion or religious activities, symbols or presentations.
16. Equal Opportunity and Non Discrimination. It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.

17. Applicable Law. The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance and any other claims related to it.

City:

**Clatsop Economic Development
Resources (CEDR):**

Arline LaMear,
Mayor

Date

Kevin Leahy,
Executive Director

Date

Brett Estes,
City Manager

Date



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ou, email=blair@astoria.law, c=US
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Exhibit A

Scope of Work

Economic Development Efforts

The Clatsop Economic Development Resources "CEDR" shall at a minimum provide the following efforts to proactively market the City of Astoria to promote business-driven economic development services to create, grow and retain local businesses:

- Expand, retain and recruit desirable businesses and industry working with local partnerships.
- Develop existing and new industry clusters working in conjunction with local input.
- Increase per capita income, diversify the economy and promote managed economic growth through year-round family jobs.
- Deliver professional economic development searches by bring together the efforts of multiple organizations.
- Provide business connections with in Clatsop County
- Participation on the City of Astoria Economic Development Committee
- CEDR shall acknowledge City of Astoria, in documents or publications prepared (not inclusive of print advertising) or equipment and software purchased in the performance of this agreement



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

MEMORANDUM • FINANCE DEPARTMENT

DATE: JULY 12, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: CONTINUITY OF OPERATIONS (COOP) PLAN

DISCUSSION/ANALYSIS

In March 2017, the City Council approved submitting a project application for a full-time Resource Assistance for Rural Environments (RARE) AmeriCorps participant to facilitate internal emergency management planning and support internal objectives outlined as follows:

- Creation of a City Continuity of Operations (COOP) Plan and Continuity of Government (COG) Plan.
 - Coordination to identify and document essential functions, assets, facilities, and resources required for short term implementation and emergency management during a wide array of scenarios or hazards.
 - Upload information specific to the City for a quick response from Agility Recovery Solutions to the myAgility online portal.
 - Enhance preparation of City employees, building's, equipment to be prepared for disaster recovery through active participation in each operational area for plan implementation.
 - Coordinate and identify appropriate training resources for City employees and community partners.
-
- Identify important information and develop resources to provide public education, including a web page highlighting useful materials for public awareness and preparation.

The Continuity of Operations (COOP) plan provides resources for City departments to respond to, recover from, and train for hazards or emergencies that could interrupt essential functions critical to City operations. The information gathered for the plan was made available in an online portal (cloud) provided by Agility Recovery Solutions, a third party company providing services through the City's insurance company, Citycounty Insurance Services (CIS). The COOP plan is also available in a hardcopy format and is designed to pin point specific required information during an interruption to City operations. As highlighted in the objectives listed above, the COOP provides the framework to review the current state of continuity and resiliency across City departments; outlines activation procedures, continuity facility options, orders of succession; and provides guidance for plan maintenance.

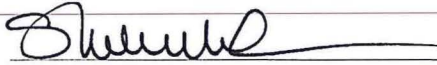
Ultimately, the information gathered and presented in the Continuity of Operations / Continuity of Government (COOP/COG) plan will allow for a rapid, well-coordinated response to potential interruptions of City operations across facilities and for varying scenarios. Continuity planning strengthens employee resiliency during unforeseen interruptions or hazards. Due to the type of information gathered in a COOP/COG, regular updates are important to ensure continued resiliency across city departments. While the COOP/COG is a dynamic document with certain information requiring changes and updates, the framework and design of the plan will remain the same. The framework provides the foundation to simplify use of the plan during training or an actual event.

While the COOP/COG plan helped outline internal requirements and structure, there was an identified need to support public education and awareness of emergency preparedness. During the initial phases of the public education component, research was undertaken to understand the types of resources readily available to the public. A component of the City web page will allow for the most information to be presented in a clear and concise manner for quick public access, across several preparation topics. A new web page location titled "Be Prepared" (http://www.astoria.or.us/Be_Prepared.aspx) has been created to present some of the best information to assist the public with preparing for a variety of events in the future. Due to the large amount of documents and literature available, sources were reviewed and chosen based on the clarity of content, creation by a trusted source (for example Oregon Office of Emergency Management) and ease in future maintenance of the web resources on the City website.

A short presentation will be made regarding the Continuity Planning process at the City Council Meeting on July 16, 2018. Staff will be on hand for questions after the presentation.

RECOMMENDATION

It is recommended that City Council adopt the **Continuity of Operations / Continuity of Government (COOP/COG)** plan and sign the promulgation statement for implementation of the information outlined by the COOP/COG plan.

By: 

Susan Brooks, Director of Finance
and Administrative Services

City of Astoria

COOP + COG

**Continuity of Operations Plan
Continuity of Government
2018**



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Prepared with support from:

University of Oregon

RARE/AmeriCorps

Resource Assistance for Rural Environments

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DISTRIBUTION LIST

Department/Receiver	Copies	Electronic
Astoria City Council	As Requested	5
Astoria City Manager's Office	1	1
Astoria Community Development Department	1	1
Astoria Finance Department	1	1
Astoria Fire Department	2	2
Astoria Parks and Recreation Department	1	1
Astoria Police Department/Dispatch	2	2
Astoria Public Library	1	1
Astoria Public Works Department	3	3
Clatsop County Emergency Management	1	1

*An electronic copy is available via the myAgility portal at myagility.com

PRIVACY STATEMENT

This document contains confidential information, disclosure could violate the personal or privacy interest of others and compromise the security of essential equipment, services, or systems of the City of Astoria. The City may determine the required level of security and could limit the distribution of the plan as, "For Internal Use Only."

All or some portions of this document may be exempt from disclosure under the Freedom of Information Act, United States Code 552, 41 Code of Federal Regulations Part 105-60.

PROMULGATION STATEMENT

To All Recipients:

Promulgated herewith is the Continuity of Operations (COOP) plan and Continuity of Government (COG) for the City of Astoria. The COOP and COG supersede any previous plans. These plans provide a framework from which the City of Astoria can implement actions to support the delivery of essential functions during and after a disaster, emergency, or isolated event.

This plan has been formally accepted by the City Council. The COOP/COG will be reviewed annually and updated, as needed by the respective departments of the City and the COOP Planning Team (CPT). All recipients are requested to advise the City of any changes that might improve the plans application and usefulness. Plan changes will be transmitted to all recipients on the distribution list.

Arline LaMear
Mayor

Zetty Nemlowill
Councilor – Ward 1

Tom Brownson
Councilor – Ward 2

Cindy Price
Councilor – Ward 3

Bruce Jones
Councilor – Ward 4

Date

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SECTION 1 INTRODUCTION

1.1 SUMMARY

Should a crisis disrupt essential departmental operations, the City of Astoria would need to quickly respond to and fulfill its fundamental mission, to provide continuity of essential functions from the onset of a Continuity of Operations (COOP) plan event.

This COOP will be used as a central source for information when a major event, foreseen, or unforeseen occurs. To provide a centralized response by City government to ensure essential functions are fulfilled.

The City has an Emergency Operations Plan (EOP) that is used to prepare for, respond to, and recover from a variety of disasters, large or small. This COOP plan will serve as a supplemental tool designed to help the City effectively resume essential functions following a disaster for up to 30 days. The content of the plan provides information about essential functions of City government, management structure (concept of operations (CONOPS)), procedures for notifying employees, and a chain of command for the succession of City leadership.

The goal is to enable the City of Astoria to resume essential functions within 12 hours of an emergency, with or without advanced warning, and to sustain continuous operations for the entire cycle of the incident.

This plan addresses emergencies from an all-hazards approach.

COOP Focus Areas:

- Outlines essential functions and activities of City departments;
- Develops standardization of procedures to facilitate essential service;
- Delegates the authority of City government;
- Establishes orders of succession;
- Identifies vital records, files, databases, systems, and equipment;
- Identifies requirements for communications;
- Identifies continuity locations;
- Promotes COOP maintenance and the annual review of the document;
- Outlines tests, training, and exercises for COOP capabilities; and
- Contains checklists for a rapid response within 12 hours of a COOP event.

1.2 INTRODUCTION

The North Oregon Coast and the City of Astoria is vulnerable to a variety of hazards, including earthquakes, wildfires, tsunamis, flooding, severe storms, hazardous materials spills, droughts, civil unrest, terrorism, transportation disasters, and public health emergencies.

A COOP plan is designed to ensure the City can continue to provide essential functions throughout a variety of events. The changing threat environment and the severity of recent natural and man-made emergencies across the United States and Oregon directly showcases the need for careful continuity planning to enable City government to provide essential functions across a large spectrum of emergencies, or hazards. The plan will work to quicken the response to disasters and providing a centralized approach to emergency response. A key focus of the COOP plan, will include guidance about relocation of essential functions if a City building and, or assets are affected by a disaster, or hazardous situation.

The COOP plan will be equipped to deal with three classes of “events”:

Class 1: Single Building

An incident, or hazard affects a specific facility/location independent of other City infrastructure and facilities. Such event will only impact a portion of City staff at any given time. The scenario could allow for telework and reduced staffing.

Class 2: Catastrophic Event

An event or hazard affecting all City infrastructure and personnel. Only essential functions will be provided for a medium to long period of time. Impacts to staffing, and communications make activation of the COOP important.

Class 3: Public Health Emergency

An event affecting a majority of City personnel not related to infrastructure, or access to facilities/physical buildings. This hazard can extend for long periods of time (12 months) requiring guidance about how to provide essential functions during times of reduced staffing.

1.3 PURPOSE

The purpose of this document is to ensure that the capability exists to continue City of Astoria essential functions across a wide spectrum of potential emergencies. This information will also help with the risk management process.

The objectives of this COOP plan include:

- Ensuring safety of City employees and citizens;
- Ensuring the continuous performance of a department’s essential functions/operations during an emergency;
- Protecting essential facilities, equipment, records, and other assets;
- Reducing or mitigating disruptions to operations;
- Achieving a timely and orderly recovery from an emergency and resumption of full service to customers;
- Providing foundation for the continued survival of leadership; and
- Complying with legal and statutory requirements.

1.4 SCOPE AND APPLICABILITY

In accordance with Federal, State, and local laws, executive orders, plans, and administrative guidance, all government entities must be prepared to respond to emergencies and disasters even when their personnel, facilities, and equipment are affected. The City of Astoria has elected to use the Federal Emergency Management Agency’s (FEMA) Continuity Guidance Circular 1 and 2 (CGC 1, CGC 2) as the basis for the development of this COOP plan.

The COOP plan will be activated and implemented when an event impacts a significant number of City personnel or could force the relocation of a significant number of City assets.

1.5 AUTHORITIES AND REFERENCES

FEDERAL

- Code of Federal Regulations (CFR), Title 44. Emergency Management Assistance
- Continuity Guidance Circular (CGC) 1, Continuity Guidance for Non-Federal Entities (FEMA)
- Executive Order 12148, Establishment of the Federal Emergency Management Agency (FEMA)
- Executive Order 12656, Assignment of Emergency Preparedness Responsibilities
- Federal Continuity Directive (FCD) 1
- Homeland Security Act of 2002
- Homeland Security Presidential Directive (HSPD) 5: Management of Domestic Incidents
- National Continuity Policy
- National Security and Homeland Security Presidential Directive (NSPD 51/ HSPD20)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707
- U.S. Department of Homeland Security (DHS), National Incident Management System (NIMS), National Response Framework (NRF)

STATE OF OREGON

- State of Oregon, Office of Emergency Management, Cascadia Playbook
- State of Oregon, Office of Emergency Management, Emergency Operation Plan
- State of Oregon, Office of Emergency Management, Oregon Resilience Plan
- Oregon Administrative Rules (OAR), Chapter 104, Details rules for local government participation in FEMA’s Emergency Management Assistance Program.
- Oregon Laws 1993, Chapter 187 (Senate Bill 157), Transfer of Emergency Management Division to the Department of State Police. Authorization of the Oregon Emergency Response System.
- (ORS 401.055 to .115) Designates the powers of Governor during emergencies
- (ORS 401.125 to .135) Defines Governor’s authority over federal financial assistance to political subdivisions

- (ORS 401.185) Temporary housing during an emergency, assistance to local government
- (ORS 401.260 to .280) Responsibilities of the Office of Emergency Management (OEM)
- (ORS 401.305 to .335) Powers of local government during an emergency, declaration of state of emergency

CLATSOP COUNTY

- Clatsop County, Emergency Operations Plan
- Clatsop County Natural Hazards Mitigation, City of Astoria Natural Hazards Mitigation Plan Addendum

CITY OF ASTORIA

- City of Astoria, Emergency Operations Plan

1.6 CONTINUITY MAINTENANCE

The Continuity Planning Team (CPT) will oversee the City’s maintenance of the COOP plan and record changes to the plan in the Record of Changes table of this document. The CPT is tasked with updating and editing the COOP to adjust to the changes over time in City government.

The CPT includes the City Manager, Finance Director, Fire Chief, Police Chief, and Public Works Director.

The planning team will work to maintain incremental improvement of data and procedures in the COOP/COG, to parallel information in the EOP, and department specific supplementary documents.

Maintenance Responsibilities

Activity	Tasks	Frequency
Update Plan	<ul style="list-style-type: none"> • Review entire plan for accuracy. • Incorporate lessons learned and changes in policy and philosophy. • Update Orders of Succession and Delegations of Authority. • Confirm location readiness. • Manage distribution of plan updates. 	Annually
Checklists	<ul style="list-style-type: none"> • Update and revise checklists. 	Annually
Maintain Alternate Location Inventory	<ul style="list-style-type: none"> • Check all systems. • Verify access codes and systems. • Cycle/update supplies and equipment as needed. • Check alternate facility/location availability, update agreement. • Review and update supporting MOU/MOA documents. 	Annually
Maintain Contact Information	<ul style="list-style-type: none"> • Update contact information and confirm numbers provided are accurate. 	Annually
Maintain Essential Records and Communication Infrastructure	<ul style="list-style-type: none"> • Monitor usage of materials and back up storage. • Update communication protocols and available methods for restoration of services. 	Annually

*Annually is in reference to one calendar year.

1.7 TEST, TRAINING, AND EXERCISES

Testing and exercising continuity is essential to improving and understanding the ability of departments to respond to emergencies and hazards. Exercises serve to validate or to identify weaknesses to the policies, procedures, systems, and continuity locations. Continuity testing and exercises also help to ensure that equipment and procedures are maintained at a constant state of readiness. Exercises provide a feedback loop for continuous improvement, streamlining of COOP plan implementation, and readiness levels of City staff.

1.7.1 TEST

Testing provides validation and demonstration of equipment, procedures, processes, and the functionality of systems supporting essential function of government. Critical testing includes alert and notification systems used for emergencies.

1.7.2 TRAINING

City of Astoria Human Resources will provide continuity information during the new-employee on boarding process. An overview of Continuity plans will include responsibilities of staff during an emergency.

Training will include formal certifications from FEMA and an overview of the COOP plan:

- Essential Functions;
- Department specific supplemental documents, including data sheets and annexes;
- Continuity Operations activation procedures;
- Continuity Facilities;
- Leadership, City defined Order of Succession;
- Reconstitution of normal operations.

FEMA Training Modules:

Primary, Secondary, and Supporting Staff should be aware of available online introductory courses.

- ICS 100 Introduction to the Incident Command System;
- IS 700 National Incident Management System (NIMS).

Primary Personnel with key roles in Administration, Finance, Logistics, Planning, and Public Works should take further FEMA courses in addition to those above. Including all director level positions.

- ICS 200 ICS for Single Resources and Initial Action Incidents;
- IS 800 National Response Framework.

Deputy Department Leadership of Fire, Police, and Public Works should also receive an additional certificate.

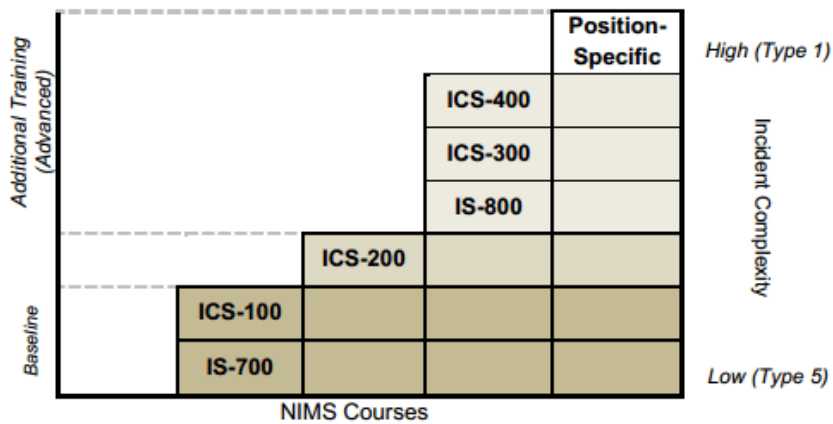
- ICS 300 Intermediate ICS for Expanding Incidents.

Department Leadership including the City Manager, Fire Chief, Police Chief, and Public Works Director should receive additional training beyond the aforementioned certifications.

- ICS 400 Advanced ICS for Command and General Staff.

Free Online training courses are available directly from the Federal Emergency Management Agency’s website: <https://training.fema.gov/is/>.

National Incident Management System Courses



Source:

<https://training.fema.gov/emiweb/is/icsresource/trainingmaterials.htm>

1.7.3 EXERCISES

Departments will identify issues found during exercises and make recommendations to the Continuity Planning Team as to how those issues can be resolved. The Continuity plan will then be reviewed and modified to reflect any necessary changes.

The table below has suggested exercise requirements. Additional department-specific exercises can be added as appropriate.

Exercise Program

Exercise Type	Frequency
COOP Orientation Seminar (all employees)	Initial COOP Orientation
Department Exercises	Annually
Notification Procedure Test	Annually
Department Functional Exercise	Every 3 years or as needed
Multi-Department Tabletop	Every 2 years or as needed
Orientation for New Staff Members, Specifically Department Heads.	Notification at time of hire. FEMA training within 180 days of hire. Orientation within first 60 days of hire.

SECTION 2 COOP INFORMATION

2.1 PLAN REQUIREMENTS

Continuity planning is an effort to ensure the continued performance of essential functions during a wide range of potential emergencies. This is accomplished through the development of plans, comprehensive procedures, and provisions for alternate facilities/locations, personnel, resources, and interoperable communications, and vital records/databases back-up.

Each department in the City of Astoria at a minimum should:

- COOP implementation with or without warning;
- Continue operations with minimal disruptions of essential functions, within 12 hours of COOP plan activation;
- Maintain sustained operations of essential functions for up to 30 days;
- Sustain operations with staff reduction of up to 30 percent for up to 12-18 months during an Emerging Public Health event;
- Regularly test, train, and exercise department's personnel, equipment, systems, processes, and procedures;
- Consider the distance of continuity facilities/locations from the primary facility;
- Conduct a risk analysis for use of current and alternate operating facilities/locations;
- Utilize continuity facilities allowing for easy movement of resources and personnel during a COOP event;
- Consider alternate work options, such as telework, work-from-home, and shared work facilities;
- Develop a maintenance plan and provide for the annual review of the COOP plan using a multi-year strategy.

2.2 PLANNING SCENARIOS

Class 1: Single Building

Localized Emergency Requiring Relocation to Alternate Site

(Structural, fire, water damage, power outage, communication network)

- A City government building sustained damage;
- All other City government buildings are not affected;
- Continuity sites are available;
- The building is currently closed for normal business activities, but the incident has not affected surrounding buildings, utilities, or transportation systems;
- Operations can shift to an continuity location in the City;
- Requires continuity of all critical essential functions.

Class 2: Catastrophic Event

Widespread Emergency Requiring Relocation to Alternate Site

(Earthquake, localized power outage, toxic chemical spill, wildfire, infrastructure)

- A City government building sustained damage;
- Surrounding area is affected;
- Continuity facilities may or may not be available;
- Parts of major infrastructures (power, sewage, transportation, etc.) may have sustained damage;
- Operations can shift to an alternate location within the City or a neighboring jurisdiction;
- Will require continuity of all critical essential functions.

Class 3: Public Health Emergency

Widespread Emergency NOT Requiring Relocation to Alternate Site

(Workforce related shortages)

- A City government building did not sustain damage and remains open;
- One or more departments of City government experiences high levels of employee absenteeism;
- CONOPS will be conducted from the primary location;
- Will require continuity of all critical essential functions.

Hazards that pose a threat to the City of Astoria:

Natural Hazards	Technological Hazards	Human Caused Hazards
Drought	Airplane/Rotorcraft Crash	Active Shooter
Earthquakes	Building Collapse/Explosion	Arson
Flood	Bridge Collapse	Civil Disturbance
Landslides	Communication Outage	Cyber Attack
Tsunami	Dam/Reservoir Failure and Inundation	Public Health Emergency
Wildfires	Hazardous Material Incident	Sabotage
Windstorms	Utility Infrastructure Failure	Terror Attack
Winter Ice Storms	IT Failure	
	Mass Casualty Incidents	
	Roadway Infrastructure Failure	
	Utility Outage	

2.3 ESSENTIAL FUNCTIONS

Each essential function has an amount of time a particular function can be suspended before its absence has an adverse effect on a department’s core mission. Essential functions with shorter critical times are generally ranked higher than essential functions with longer critical times. Priority ranking is used following an emergency to prioritize essential function continuity and resumption efforts.

Essential functions are also provided by non-response organizations. Agencies without a public safety role, such as finance, public works, and administrative departments, will still have essential functions that must support governance during emergencies.

Table 2 below outlines each essential function identified by the City of Astoria and its critical resumption time, priority ranking, and departmental dependencies.

Guidelines and Criteria for Essential Functions

- Impact of the function in supporting other City departments;
- The occurrence while conducting regular business compared to need during an emergency;
- Potential for fines, litigation, or other noncompliance issues due to loss of function;
- Impact on the public's access to life saving, property protecting services;
- Safety of City personnel, property, and basic services during an emergency situation;
- Self-preservation of City personnel, property, and equipment.

TABLE 1: ESSENTIAL FUNCTIONS BY PRIORITY

Tier	Ratings	Priority
1	IMMEDIATE: Functions have a direct and immediate effect on the organization to ensure safety of individuals and property.	0-12 Hours <24 Hours
2	CRITICAL: Can be delayed until Tier 1 functions are restored but need to be operational within 72 hours, to support other essential functions.	24-72 Hours
3	NECESSARY: Can be delayed until Tier 1 and Tier 2 functions are restored but need to be operational within one week.	72 Hours-1 Week
4	IMPORTANT: Can be delayed until Tier 1, Tier 2, and Tier 3 functions are restored but need to be operational within 30 days.	1 Week-30 Days

Tier 1: **IMMEDIATE** 0-12 Hours <24 Hours

<u>City Attorney</u>
Legal Services
<u>City Manager</u>
Command/Control – Admin Executive
Coordination with Mayor/Council
Devolution
Public Information (PIO)
<u>Community Development</u>
Building Inspection
Damage Assessment
<u>Finance</u>
Information Technology – Coordination w/Contractor
Risk Management
<u>Fire</u>
Emergency Medical Aid
Fire Suppression
State Hazardous-Materials Team

<u>Police/911 Dispatch</u>
Alert/Warning
Criminal Investigation
Emergency Communication
Law Enforcement - Patrol
Records - data/systems
Reporting
Traffic/Crowd Control
911 Dispatch/Call Center
<u>Public Works</u>
Debris Removal
Fleet Refueling
Wastewater [Sanitary Sewer] Collection/Treatment
Watershed/Headworks Ops
Water Treatment/Supply

Tier 2: **CRITICAL** 12-72 Hours

<u>City Council, City Manager</u>
Council/Community Meetings
Policy
Publicity w/PIO
<u>Finance</u>
Contracts
Treasury Functions- Banking Transactions
Vendors
<u>Fire</u>
Fire Marshall
<u>Parks</u>
Facility/Parks Maintenance
<u>Public Works</u>
Engineering Services
Geographic Information Systems – GIS
Storm Water Collection
Transportation Facility Management

Tier 3: **NECESSARY** 72 Hours – 1 Week

<u>Community Development</u>
Building Permits
<u>Finance</u>
Human Resources
Payroll
<u>Parks</u>
Assist w/ Debris Removal
Parks Closure Procedures

Tier 4: **IMPORTANT** 1 Week – 30 Days

<u>Finance</u>
Water/Sewer Billing
<u>Public Works</u>
Equipment/Fleet Maintenance

TABLE 2: ESSENTIAL FUNCTIONS PRIORITY RANKINGS AND DEPARTMENTAL DEPENDENCIES

Essential Function (Department)	Recovery Time	Dependent Department(s)	Description of Function
Tier 1 : IMMEDIATE			
Alert/Warning (Police) <i>Internal and External Communication</i>	Within 0 – 12 Hours Less than 24 Hours	All Departments	Immediate information and warnings about storms, floods and tsunamis, water contamination, missing persons, road closures and other events. Coordination w/Clatsop ALERTS! (Clatsop County)
Building Inspection (Community Development)	Within 0 – 12 Hours Less than 24 Hours	City Hall, Fire, Police, Public Works	Inspection of vital City buildings for damage. Assess safety of structures and condemn unsafe structures (occupancy/safety of structures). Support infrastructure for normal building official operations.
Command/Control – Admin Executive (City Manager)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Communication with partners, community, and ongoing recovery operations.
Coordination with Mayor/Council (City Manager)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Convening of a emergency council meeting and the logistics needs to facilitate such a meeting. Includes updating spending needs and status of emergency operations.
Criminal Investigation (Police)	Within 0 – 12 Hours Less than 24 Hours	N/A	Investigation of serious/major crimes and gathering of intelligence.
Damage Assessment (Community Development)	Within 0 – 12 Hours Less than 24 Hours	Fire, Police, Public Works	Damage investigation of City owned and operated structures, infrastructure, and occupancy of buildings.
Debris Removal (Public Works)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Debris removal from roadways and opening of main access routes throughout the City.

Continuity of Operations Plan

Section 2 - COOP Information

Essential Function (Department)	Recovery Time	Dependent Department(s)	Description of Function
Devolution (City Manager)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Transfer of authority and responsibility for essential functions from the primary supporting staff, facilities, and operations, to other agencies employees and facilities to sustain operational capabilities.
Emergency Communication (Police)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Radio communication and emergency procedures for communication independent of 911 dispatch.
Emergency Medical Aid (Fire)	Within 0 – 12 Hours Less than 24 Hours	All Departments	First response and rendering of medical aid.
Fire Suppression (Fire)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Fire response and operations, including logistics support for ongoing operations.
Fleet Refueling (Public Works)	Within 0 – 12 Hours Less than 24 Hours	Fire, Parks & Rec, Police, Public Works	Fuel access and provisions for refueling the City fleet/equipment. Includes pump, tank, and generator.
Information Technology – Coordination (Finance)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Coordination and approval of IT services for all City departments with contractor/vendor.
Information Technology – Operations (Contractor)	Within 0 – 12 Hours Less than 24 Hours	All Departments	IT support for City computer network, internet connectivity, VPN access, software, phone, SAN, server restoration.
Law Enforcement - Patrol (Police)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Uniform response for emergency response for calls for service and preservation of law and order. <u>Evacuation as resources allow.</u>
Legal Services (City Attorney)	Within 0 – 12 Hours Less than 24 Hours	All Departments City Council, City Manager	General legal support for emergency response, under the direction of City Council.

Continuity of Operations Plan

Section 2 - COOP Information

Essential Function (Department)	Recovery Time	Dependent Department(s)	Description of Function
Public Information (City Manager)	Within 0 – 12 Hours Less than 24 Hours	All Departments	The Public Information Officer (PIO) provides media relations, press releases, and acts as the City’s spokesperson during an event. The PIO is designated by the City Manager.
Records (Police)	Within 0 – 12 Hours Less than 24 Hours	N/A	Data entry, Oregon Uniform Crime Report Database (OUCR).
Reporting (Police)	Within 0 – 12 Hours Less than 24 Hours	N/A	Reports outlining Police action, 911 Dispatch calls for service, crime, traffic, and public information requests.
Risk Management (Finance)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Insurance implementation to start the recovery process and initiate the claim process.
State Hazardous-Materials Team (Fire)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Hazardous Material incident response.
Traffic/Crowd Control (Police)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Traffic direction for intersections along primary arteries and assets for event crowd control.
Wastewater [Sanitary Sewer] Collection/Treatment (Public Works)	Within 0 – 12 Hours Less than 24 Hours	N/A	Wastewater treatment plant compliance with state standards and laws.
Watershed/Headworks Ops (Public Works)	Within 0 – 12 Hours Less than 24 Hours	N/A	Headworks operations and dam safety.
Water Treatment/Supply (Public Works)	Within 0 – 12 Hours Less than 24 Hours	N/A	Infrastructure protection and restoration of main water supply routes.

Essential Function (Department)	Recovery Time	Dependent Department(s)	Description of Function
911 Dispatch/Call Center (Police)	Within 0 – 12 Hours Less than 24 Hours	All Departments	Dispatch and call center operations for coordination of emergency services. Public-Safety Answering Point (PSAP).
Tier 2 : CRITICAL			
Contracts (Finance)	24 – 72 Hours	All Departments	Contracts <50K, personnel changes, and budget modifications.
Council/Community Meetings (City Council, City Manager)	24 – 72 Hours	All Departments, Citizens	Convening of council in response to hazards/ public meeting to inform public and press. Dependent on availability of meeting space.
Engineering Services (Public Works)	24 – 72 Hours	N/A	Engineering in support of City contracts and infrastructure.
Facility/Parks Maintenance (Parks)	24 – 72 Hours	Community Development, Public Works	Assessment of Park property and facilities for operations, minor maintenance and clearing of debris. Preparation for recovery sites.
Fire Marshall (Fire)	24 – 72 Hours	Community Development	Prevention and preliminary investigation of fires. Compliance with building codes and standards.
Geographic Information Systems – GIS (Public Works)	24 – 72 Hours	All Departments	Mapping of City infrastructure, transportation routes, and general planning.
Policy (City Council)	24 – 72 Hours	All Departments	Policy decisions related to continuity of government and establishment of emergency authority.
Publicity w/PIO (City Council, City Manager) <i>Internal and External Communication</i>	24 – 72 Hours	All Departments	Information updates by the Mayor or a City Council member, with support by the designated PIO. Provide information and regular updates to City partners, citizens, and the media.
Storm Water Collection (Public Works)	24 – 72 Hours	N/A	Storm water run-off infrastructure.

Essential Function (Department)	Recovery Time	Dependent Department(s)	Description of Function
Transportation Facility Management (Public Works)	24 – 72 Hours	All Departments	Includes shoreline maintenance, coast guard docks, etc.
Treasury Functions- Banking Transactions (Finance)	24 – 72 Hours	All Departments	Banking, Collection of Room Tax, Debt Service, Investment, Payments, Payroll.
Vendors (Finance)	24 – 72 Hours	All Departments	Processing of orders and payments to vendors for consumables and important resources, including information technology.
Tier 3 : NECESSARY			
Assist W/ Debris Removal (Parks)	72 Hours – 1 Week	Public Works	Support Public Works with debris removal.
Building Permits (Community Development)	72 Hours – 1 Week	N/A	City permitting applications and intake of development fees.
Human Resources (Finance)	72 Hours – 1 Week	All Departments	Paperwork for benefits, hiring and firing, and processing employee information. Assist with staffing needs across City departments.
Parks Closure Procedures (Parks)	72 Hours – 1 Week	N/A	Closure and shutdown procedures for City owned park property and structures.
Payroll (Finance)	72 Hours – 1 Week	All Departments	Process payroll for all City employees.
Tier 4 : IMPORTANT			
Equipment/Fleet Maintenance (Public Works)	1 Week – 30 Days	Community Development, Fire, Parks & Rec, Police, Public Works	Follow-up to initial maintenance procedures, return to regular maintenance schedules.
Water/Sewer Billing (Finance)	1 Week – 30 Days	N/A	Process water/utility billing.

2.4 ORDERS OF SUCCESSION

One of the fundamental principles of continuity planning is to maintain leadership in the event of an emergency by establishing an order of succession.

Under normal circumstances, Department Heads would be in charge of making major decisions affecting their departments. However, immediately following an event, City officials, including Department Heads, may join an Emergency Operations Center (EOC) Management Team engaged in immediate incident management; may be incapacitated, or unavailable for other reasons. As a result, these Department Heads may not be available to oversee the continuity of operations process and execution of essential functions. COOP activities and essential functions must proceed without interruption regardless of the availability of any individual.

2.5 DELEGATIONS OF AUTHORITY

Delegations of Authority is used when immediate action is needed and a superior is unavailable to exercise authority. The authority provided follows City policies concerning the performance of duties, and when possible a successor, or immediately available superior will resume authority as outlined by the Orders of Succession. When acting within the powers of a superior, records of all actions taken will be recorded.

Considerations when outlining Delegations of Authority:

- Understand which authorities can and should be delegated;
- Circumstances that delegation should be used within;
- Limitation of the delegation function;
- Documentation of authority;
- Defining training needs to perform designation duties during an emergency.

Delegations of Authority will follow basic Incident Command System (ICS) principles with the highest ranking person present on the scene assuming the command and maintaining it until the Department Head or a designated alternate is able to assume responsibility.

2.5.1 FINANCIAL SIGNATURE AUTHORITY

Each check produced by the City of Astoria requires two signatures from two of the four positions holding financial signature authority.

Positions with Financial Signature Authority:

- Mayor (or President of City Council)
- City Manager (or the City Manager’s designee)
- Finance Director
- Executive Assistant to City Manager

Table 3 designates the Order of Succession/Delegations of Authority in the event the Department Head is unavailable to ensure that the Department is capable of responding rapidly to emergency situations.

Unless otherwise stated, the persons listed are designated to accept and maintain full authority and responsibilities of the Department Head position.

TABLE 3: ORDER OF SUCCESSION AND DELEGATIONS OF AUTHORITY

Table 3.1: <u>Elected Officials</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Highest Elected Official	Mayor	Full Authority per Charter
First Alternate	City Council President	Full Authority per Charter
Second Alternate	City Council Member Consensus	Full Authority per Charter

Table 3.2: <u>City Manager</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Executive	City Manager	Full Authority per Charter
First Alternate	Finance Director	Full Authority per Charter
Second Alternate	Public Works Director	Full Authority per Charter
NOTE: The City Manager and subsequent leadership in the succession plan have a spending authority up to fifty thousand (\$50,000).		

Table 3.3: <u>Community Development</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Community Development Director	Full Authority of Position
First Alternate	City Planner/Project Manager	Full Authority of Position
Second Alternate	Building Official/ Code Enforcement	Full Authority of Position

Table 3.4: <u>Finance</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Director of Finance & Administrative Services	Full Authority of Position
First Alternate	Financial Reporting Manager	Limited Authority of Position No account authority – Online banking only.
Second Alternate	Financial Operations Supervisor	Limited Authority of Position No account authority – limited to process ACH, payroll, vendors, and utilities.

Table 3.5: <u>Fire</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Fire Chief	Full Authority of Position
First Alternate	Deputy Chief/Training Officer	Full Authority of Position
Second Alternate	On-duty Lieutenant	Full Authority of Position
Third Alternate	Off-duty Lieutenants (2)	Full Authority of Position

Table 3.6: <u>Parks & Recreation</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Director of Parks & Recreation	Full Authority of Position
First Alternate	Parks Maintenance Supervisor	Full Authority of Position
Second Alternate	Recreation Manager	Full Authority of Position
Third Alternate	Aquatic Manager	Full Authority of Position

Table 3.7: <u>Police</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Chief of Police	Full Authority of Position
First Alternate	Deputy Chief of Police	Full Authority of Position
Second Alternate	On-duty Sergeant (1 of 3)	Full Authority of Position

Table 3.8: <u>Public Information Officer (PIO)</u>	
Order of Succession	Job Title
City Wide PIO	At the discretion of the City Manager.

Table 3.9: <u>Public Works</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Public Works Director	Full Authority of Position
First Alternate	City Engineer	Full Authority of Position
Second Alternate	Assistant City Engineer	Full Authority of Position
Third Alternate	Public Works Superintendent	Full Authority of Position

Table 3.10: <u>Library</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Library Director	Full Authority of Position
First Alternate	Senior Library Assistant - Operations	Full Authority of Position
Second Alternate	Senior Library Assistant - Circulation	Full Authority of Position

Table 3.11: <u>911 Dispatch</u>		
Order of Succession	Job Title	Delegations of Authority/Limitations
Department Head	Emergency Communications Manager	Full Authority of Position
First Alternate	Operations Supervisor	Full Authority of Position
Second Alternate	Lead Dispatcher	Full Authority of Position

2.6 DEVOLUTION

Devolution is the transfer of legal and statutory obligations from one entity or agency to another, devolution authority resides with the designated Devolution Director. Devolution options should be exercised when a primary facility, continuity facility, and continuity staff are unavailable. Activation and transfers of authority should follow the order of succession for City leadership when an internal or external organization takes command of management, leadership, and operations of essential functions. Through continuity planning, established procedures, guidance, and within the structure of prioritized essential functions each City department will devolve to the designated department or agency. The Devolution Emergency Relocation Group (DERG) will work to ensure movement of resources and critical assets from one government entity to the other at the devolution site.

Considerations when outlining Devolution:

- The City of Astoria will utilize mutual aid agreements and intergovernmental agreements when activating devolution of City essential functions;
- The City of Astoria by default and through mutual aid and inter-governmental agreements devolve authority and responsibility to the county in the event City primary facilities and continuity facilities are unable to continue City essential functions;
- The Devolution Emergency Relocation Group (DERG) will follow the layout of the ERG, department leadership will outline a department specific ERG/DERG.

TABLE 4: DEVOLUTION DIRECTOR - DERG

Order of Succession	Job Title
Devolution Director	City Manager
First Alternate, Deputy	Public Works Director
Second Alternate	Finance Director
Third Alternate	Police Chief/Fire Chief

2.6.1 TRANSFER OF CONTROL

TABLE 5: DEVOLUTION OF OPERATIONS IMPLEMENTATION PHASES

Phase I	Readiness and Preparedness: Continuity readiness and preparedness actions including plan development, review, and revision, testing, training, and evaluation.
Phase II	Activation and Transfer of Authority: Occurs immediately upon confirmation that primary facilitators are unavailable or incapable of performing Essential Functions, including alternate facilities after either senior City leadership, or the Designated Devolution Director, activate the Devolution Plan.
Phase III	Devolution Operations: Continue until emergency operations can be terminated. Essential functions are performed from the devolution site.
Phase IV	Reconstitution: Resumption of City controlled operations, essential functions transferred to primary facility. Operation return to normal.

2.7 PRIMARY FACILITIES

The first step in selecting continuity facilities is identifying all locations a department currently utilizes. An in-depth knowledge about the current (primary) facilities will aid formulating the requirements for continuity (alternate) facilities. Each department has performed a thorough inventory of facilities currently in use by that department.

See the City of Astoria property schedule for a full list of City owned property. The property schedule includes buildings, infrastructure, and facilities that are not staffed or used by City personnel on a day to day basis.

Table 6 below identifies the primary facilities/locations utilized by the City of Astoria.

TABLE 6: PRIMARY DEPARTMENTAL FACILITIES

Department	Division	Current Location Address	Essential Functions Site	Employees at Location (Avg.)	Natural Hazards Risk Factors
<u>City Hall</u> City Manager, Community Development, Finance, Public Works Admin/Engineering	City Administration	1095 Duane St.	Yes	2 – City Manager 5 – Community Dev 7.5 – Finance 9 – Public Works (23.5 Total)	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather, Unstable Ground
Council Chambers, Community Meetings	City Administration	1095 Duane St.	No	(see City Hall)	(see City Hall)
Fire	Station 2 - Uniontown	301 W Marine Dr.	Yes storage site/additional apparatus	0 – Employees Living quarters for 2-3 interns.	Earthquake, Flooding, Fire, Hazardous Materials, Severe Weather, Unstable Ground
Library		450 10 th St.	No	6 – Staff/Volunteers	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather, Unstable Ground

Department	Division	Current Location Address	Essential Functions Site	Employees at Location (Avg.)	Natural Hazards Risk Factors
Parks and Recreation	Astoria Rec Center/Park Maintenance	1555 W Marine Dr.	No	4 – Rec 3 – Maintenance (2 in field) 4-10 – Part Time (7-17 Max)	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather
Parks and Recreation	Lil’ Sprouts Academy (day care)/ Port of Play (indoor play structure)	785 Alameda Ave. (Gray School, 2 nd floor)	No	1.5 – Ops 10-12 – Part Time (11-14 Max)	Earthquake, Fire, Infrastructure Collapse, Severe Weather
Parks and Recreation	Aquatic Center	1997 Marine Dr.	No	2 – Full Time 5-12 – Part Time (7-14 Max)	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather
<u>Public Safety</u> Fire, Police/911 Dispatch	<u>Fire</u> Administration, Fire Operations, Haz-Mat Team. <u>Police</u> Administration, Patrol, Investigation, Records, 911 Dispatch	555 30 th St.	Yes	2.5 – Fire Admin 3.5 – Firefighters 5 – Police Admin 3 – Patrol 3 – 911 Dispatch (17 Total)	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather, Unstable Ground

Department	Division	Current Location Address	Essential Functions Site	Employees at Location (Avg.)	Natural Hazards Risk Factors
Public Works	Astoria Water Reservoir 2 and 3	1597 James St./ 3555 Pipeline Rd.	Yes Water Storage	0	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Unstable Ground
Public Works	Bear Creek Dam Complex (Lab, Shop, Sand Filters, Pump House)	92526 Headworks Rd.- Bear Creek Dam	Yes Water Source/Water Quality	1 – 24/7	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather, Unstable Ground
Public Works	Chlorine Monitoring Bldg.	Svenson Market Rd./ Pipeline Rd.	Yes Water Quality	0	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather
Public Works	Fleet Refueling: Above Ground Fuel Tank	550 30 th St.	Yes	0	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather, Unstable Ground
Public Works	Operations/Shops	550 30 th St.	Yes	24	(see above)
Public Works	SCADA Back-Up Building	625 Lexington Ave.	Yes	0	Earthquake, Fire, Severe Weather, Unstable Ground

Department	Division	Current Location Address	Essential Functions Site	Employees at Location (Avg.)	Natural Hazards Risk Factors
Public Works	Sewage Lift Station	1555 W Marine Dr.	No	0	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather, Unstable Ground
Public Works	Sewage Pump Stations	Various Sites	Yes	0	(see above)
Public Works	Waste Water Treatment Plant (Includes Many Structures, Lagoon 1-3)	5555 Lagoon Dr.	Yes Water Treatment	2	Earthquake, Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather, Unstable Ground
Public Works	Water Booster Stations	Various Sites	Yes	0	(see above)
Public Works	Wickiup Dam and Middle Lake Dam	92526 Headworks Rd.	Yes	0	(see above)
Public Works	17 th Street. Fixed and Floating Dock	17 th St./Marine Dr.	No Dock for Coast Guard (USCG)	0	Flooding, Fire, Hazardous Materials, Infrastructure Collapse, Severe Weather

TABLE 6.1: CRITICAL INFRASTRUCTURE SITES

Site	Address
Bear Creek Dam, Headworks Complex	92526 Headworks Rd.
City Hall Building	1095 Duane St.
Public Works Shops/Operations	550 30th St.
Public Safety Building	555 30th St.
Radio Communication Repeater Sites	<ol style="list-style-type: none"> 1. Coxcomb Tower (Reservoir) 2. Wickiup Mountain 3. Megler Mountain 4. Tillamook Head 5. Humbug Mountain 6. Skyline (Water Tank) 7. Lewis & Clark Elementary 8. Wahkiakum High School (Cathlamet)
SCADA Back-Up Building	625 Lexington Ave.

2.8 CONTINUITY FACILITIES

Emergencies or potential emergencies can affect the ability of departments to perform essential functions from their primary facilities. The purpose of an alternate facility/location is to provide each department with means of accomplishing its essential functions in the event if the organization's primary location is unavailable due to an emergency.

Alternate facilities/locations should provide:

- Sufficient space and equipment;
- Capability to perform essential functions within 12 hours;
- Reliable logistical support, services, and infrastructure systems;
- Consideration for health, safety, and emotional well-being of personnel;
- Interoperable communications; and
- Computer access and software.

2.8.1 SELECTING CONTINUITY FACILITIES

The following criteria were used to identify suitable alternate facilities/locations for continuity of operations for departments within the City of Astoria.

- Alternate locations will not share the same natural hazard risk(s) as the primary location;
- Sufficient space and equipment to sustain the relocating department;
- Availability of interoperable communications with all identified essential internal and external organizations, other departments, vendors, and the citizens;
- Reliable logistical support, services, and infrastructure systems, including water, electrical power, heating and air conditioning, storage;
- Ability to sustain operations for up to 30 days;
- Consideration for the health, safety, and emotional well-being of relocated employees;
- Appropriate records for access control and physical security (e.g., fencing, 24/7 security, secured entrance).

Tables 7 below lists the proposed alternate facilities/locations identified by City of Astoria Departments.

TABLE 7: CONTINUITY FACILITIES

Table 7.1: City Hall; City Manager, Community Development, Finance, Library Admin, Parks Admin, and Public Works Admin/Engineering <u>1095 Duane Street</u>					
	Facility/Address	POC	Security	Owner	MOU/MOA
1	Public Safety Building 555 30th St. Astoria, OR 97103	Police Chief Geoff Spalding 503-741-0000	Locked Building Secure Access	City of Astoria	N/A
2	Clatsop Community College 1651 Lexington Ave. Astoria, OR 97103	Vice President of Ops JoAnn Zahn 503-338-2421 (Work) jzahn@clatsopcc.edu	Public Campus Limited Access	Clatsop Community College	NEED
3	Gray Elementary School 785 Alameda Ave. Astoria, OR 97103	Facilities Supervisor Billy Eddy 503-225-4550 808-649-0697 (Cell)	Locked Building	Astoria School District	NEED
4	Regional Option Clatsop County Emergency Operations Center – Warrior Hall, Camp Rilea 33168 Patriot Way Warrenton, OR 97146	Clatsop County Emergency Management Division Tiffany Brown 503-791-6137 (24HR)	Military Installation	Oregon Military Department	County

Table 7.2: Fire 555 30th Street					
	Facility/Address	POC	Security	Owner	MOU/MOA
1	Astoria High School 1001 W Marine Dr. Astoria, OR 97103	Facilities Supervisor Billy Eddy 503-225-4550 808-649-0697 (Cell)	Locked Building Open Parking Lot	Astoria School District	NEED
	Astoria Middle School 1100 Klaskanine Ave. Astoria, OR 97103	(See Above)	Locked Building Open Parking Lot	Astoria School District	NEED
3	Public Works Operations 550 30 th St. Astoria, OR 97103	Public Works Superintendent Jim Hatcher 503-298-3112 (Cell)	Gated Property 24 Hour Access	City of Astoria	N/A

Table 7.3: Police 555 30th Street					
	Facility/Address	POC	Security	Owner	MOU/MOA
1	Clatsop Community College 1651 Lexington Ave. Astoria, OR 97103	Vice President of Ops JoAnn Zahn 503-338-2421 (Work) jzahn@clatsopcc.edu	Public Campus Limited Access	Clatsop Community College	NEED
2	City Hall Building 1095 Duane St. Astoria, OR 97103	Public Works Superintendent Jim Hatcher 503-298-3112 (Cell) or On Call Staff	Locked after 5 P.M. Public Access Building, w/ Limited Security	City of Astoria	N/A
3	Astoria Middle School 1100 Klaskanine Ave. Astoria, OR 97103	Facilities Supervisor Billy Eddy 503-225-4550 808-649-0697 (Cell)	Locked Building Open Parking Lot	Astoria School District	NEED
4	Clatsop County Court House 749 Commercial St. Astoria, OR 97103	Sheriff Tom Bergin 503-325-8635 ex.2412 503-325-8555 (General Court)	Locked after 5 P.M. Public Access Building	Clatsop County	NEED

Table 7.4: Public Works Operations <u>550 30th Street</u>					
	Facility/Address	POC	Security	Owner	MOU/MOA
1	John Jacob Astor Elementary 3553 Franklin Ave. Astoria, OR 97103	Facilities Supervisor Billy Eddy 503-225-4550 808-649-0697 (Cell)	Locked Building	Astoria School District	NEED
2	SCADA Back-Up Building 625 Lexington Ave. Astoria, OR 97103	Public Works Superintendent Jim Hatcher 503-298-3112 (Cell)	Locked Building Ungated Property	City of Astoria	N/A
3	Clatsop Community College 1651 Lexington Ave. Astoria, OR 97103	Vice President of Ops JoAnn Zahn 503-338-2421 (Work) jzahn@clatsopcc.edu	Public Campus Limited Access	Clatsop Community College	NEED
Note	(1) Movement to Astor Elementary is for staging of vehicles and equipment. (2) Public Works Admin/Engineering will integrate with Operations during an emergency and share facilities.				

Table 7.5: Public Safety Answering Point (PSAP) - Astoria 911 Dispatch <u>555 30th Street</u>					
	Facility/Address	POC	Security	Owner	MOU/MOA
1	South Clatsop County Communications, Seaside 911 1091 S. Holladay Dr. Seaside, OR 97138	Mitch Brown, Operations Supervisor 503-738-6311	Locked Building	City of Seaside Police Department	N/A
2	Columbia 911 Communications District 58611 McNulty Way St. Helens, OR	Trish Hilsinger, Operations Manager 503-366-6973 503-397-7255 (general) 503-397-1521 (24HR)	Locked Building	Columbia 911 Communications District	N/A
3	Clatsop County Emergency Operations Center – Warrior Hall, Camp Rilea 33168 Patriot Way Warrenton, OR 97146	Clatsop County Emergency Management Division Tiffany Brown 503-791-6137 (24HR)	Military Installation	Oregon Military Department	N/A

Table 7.6: Fleet Refueling 550 30th Street						
	Facility/Address	POC	Security	Owner	MOU/MOA	Hazards
1	Jackson & Son Pacific Pride 469 W Marine Dr. Astoria, OR 97103	Emergency line	Not gated/ Removed from the roadway.	Jackson & Son Pacific Pride (Private)	State IGA Purchasing Agreement as Needed	Flooding, Underground Tanks, Unstable Ground
2	CFN – Chevron/Wilson Oil 584 Marine Dr. Astoria, OR 97103	Bill Hall –W&F 360-578-4297 Emergency line?	Not gated	Wilcox & Flegel (Private)	N/A	Flooding, Underground Tanks
3	Clatsop County Public Works Department - Refueling 1100 Olney Ave. Astoria, OR 97103	Emergency line	Removed from the roadway.	Clatsop County	State IGA Purchasing Agreement as Needed	Flooding, Road Access

2.9 ESSENTIAL RECORDS MANAGEMENT

Identification and protection of essential records, files, databases necessary to perform essential functions and activities and to reconstitute normal department operations following an emergency.

The protection of essential records begins with the identification of those records that are “vital” – records that support the essential functions of a department. Without such records a department would need to recreate, or replace needed information, at a considerable cost in expense and time. Essential Records are typically paper, or electronic files, using onsite, offsite, and remote servers.

Departments should back-up electronic records, files, and databases and pre-position records at alternate locations. If these items are not available at the alternate location, departments should develop a procedure to access records electronically.

Servers Sites:

Servers are located at the Public Safety Building, City Hall Building, and the SCADA Back-Up Building, also referred to as 6th & Lexington.

Strategies for access to essential records:

- Data stored on servers will have back up redundancy;
- Server and application backup are performed regularly by City IT contractors;
- The City uses backup servers and data mirroring to save backups from one data center to another for recovery and access purposes;
- Essential Records used by the City’s finance department will be backed up to the cloud, and or a location outside of the inundation zone, with extra precautions during pay periods;
- Important files include accounts payable, payroll, insurance records, and personnel records.

City Employees are advised to:

- Save data to network drives;
- Scan hardcopies of important documents to network drives/servers;
- Observe state law while conducting required management and storage.

TABLE 8: POLICE/911 DISPATCH – ESSENTIAL RECORDS INVENTORY

Services	Server Location-Host	(VOSE)	Back-up/Server Location		Backup Software	Decryption
			Primary	Secondary		
Active Directory, Terminal Services Licensing Server	Public Safety (PSV1)	DC1	City Hall (NAS)	6 th & Lex (NAS)	VEEAM Enterprise	Yes
Terminal Services – Countywide LE Agencies	Public Safety (PSV1)	TSGW	City Hall (NAS)	6 th & Lex (NAS)	VEEAM Enterprise	Yes
Police Profiles and Files (logon)	Public Safety (HV1)	APDFS1	City Hall (NAS)	6 th & Lex (NAS)	VEEAM Enterprise	Yes
Evidence OnQ - SQL Database	Public Safety (HV1)	UTILITY	City Hall (NAS)	6 th & Lex (NAS)	VEEAM Enterprise	Yes
CMI Justice/CAD, JusticeConnect, Forsec, SQL Db and Files	Public Safety (DHV1)	SQL2	Public Safety (NAS)	6 th & Lex (NAS)	Cloudberry	Yes
Forsec/LEDS server	Public Safety (DHV1)	FORESECOM	Public Safety (NAS)	6 th & Lex (NAS)	Cloudberry	Yes
911 Dispatch Profiles and files (logon)	Public Safety (DHV1)	PSFS3	Public Safety (NAS)	6 th & Lex (NAS)	Cloudberry	Yes
Mobile Justice/CAD access - County wide LE Agencies	Public Safety (CJHV1)	JWEB	Public Safety (NAS)	6 th & Lex (NAS)	Cloudberry	Yes
NetExpress Radio Management	Public Safety (DHV1)	VRI	Public Safety (NAS)	6 th & Lex (NAS)	Cloudberry	Yes

VOSE: Virtual Operating System Requirements

TABLE 8.1: CITY HALL – ESSENTIAL RECORDS INVENTORY

Services	Server Location-Host	(VOSE)	Back-up/Server Location		Backup Software	Decryption
			Primary	Secondary		
Active Directory	City Hall (HV3)	DC1	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
FTP Server	City Hall (HV3)	CHFS1	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
City Hall Files (All Depts.), Print Server	City Hall (HV3)	CHFS4	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
Production GIS Layers and Sites	City Hall (HV3)	MAPSERV	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
Future GIS Layers / Sites	Pubsafe (HV1)	GEOMOOSE	6 th & Lex (NAS)	City Hall (NAS)	VEEAM Enterprise	Yes
Springbrook Financial Server	City Hall (HV3)	SPRING2	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
SQL Server, App Server: RemitPlus, Caselle Court	City Hall (HV3)	CH3	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
RecTrac and Maintrac Database	City Hall (HV3)	RECTRAC	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
WebTrac App Server	City Hall (HV3)	WEBTRAC	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
Print Server, PC RES Server, Faronics Cloud Relay	City Hall (HV3)	LIBRARY	6 th & Lex (NAS)	Public Safety (NAS)	VEEAM Enterprise	Yes
Exchange Email Server (All Depts.)	Public Safety (HV2)	EXCHANGE	6 th & Lex (NAS)	City Hall (NAS)	VEEAM Enterprise	Yes
Email Archive Server (All Depts.)	Public Safety (HV2)	ARCHIVEVM	6 th & Lex (NAS)	City Hall (NAS)	VEEAM Enterprise	Yes
iTrezzo Software: contacts sync and contact portal (All Depts.)	Public Safety (HV2)	ITREZ	6 th & Lex (NAS)	City Hall (NAS)	VEEAM Enterprise	Yes
Cisco Unified Call Manager (VOIP Phones)	Public Safety (Cisco220PRI)	CUCM Publisher	6 th & Lex (NAS)	City Hall (NAS)	SFTP/Robcopy	N/A
Cisco Unity Connection (VOIP Voicemail)	Public Safety (Cisco220PRI)	CUC Publisher	6 th & Lex (NAS)	City Hall (NAS)	SFTP/Robcopy	N/A
Cisco Emergency Responder (VOIP phone system rev 911)	Public Safety (Cisco220PRI)	CER Publisher	6 th & Lex (NAS)	City Hall (NAS)	SFTP/Robcopy	N/A

2.9.1 ESSENTIAL SYSTEMS AND APPLICATIONS

Just as records are vital to a department’s essential functions, the systems, computer applications, and equipment are essential for departments to maintain critical services. A system, application, or piece of equipment is vital if it is necessary to perform essential functions as identified in Table 2. Many critical systems, applications, and equipment support essential department functions. However, not every system, application, or piece of equipment is vital, even if it is important. In addition to IT systems, each department may utilize equipment unique to their department. Each department must take the time to evaluate and document unique equipment requirements.

Each department will identify and assemble a vital systems and equipment list from an all-hazards approach. Department essential functions will help identify required software and equipment.

City Wide Requirements:

- Base software for all City operated computers includes, Microsoft Office Professional Edition (32-bit) and Adobe Acrobat Professional;
- Microsoft Outlook, intranet, and internet has been outlined as critical systems for essential functions;
- Desktop computers, laptops, iPads, printers, and cell phones with data service have been outlined as critical technology in support of essential functions.

Specialized Software Requirements:

- ArcGIS Software for the preparation of maps and identification of critical infrastructure, primarily used by Public Works and Community Development;
- Springbrook has been outlined as a critical to supporting the Finance Department.

Table 9 below outlines the unique vital systems and equipment identified across City government.

TABLE 9: ESSENTIAL SYSTEMS – CITY GOVERNMENT

Department	System/Application¹	Equipment²
City Council	Nothing Unique	Nothing Unique
City Manager	Sat Phone, Radios	Nothing Unique
Community Development	Nothing Unique	Vehicles
Finance/Human Resources	Springbrook	Receipt Printer, Check Printer, Card Reader
Fire	Foxpro, FFRS, Fire House Software, GIS	Radios, iPads in Vehicles
Library	Nothing Unique	Nothing Unique
Parks	Nothing Unique	Nothing Unique
Police	Justice CAD, Radios	Radios/iPads in Vehicles
Public Works	GIS, SCADA, Phoenix Fuel Control, RTA	Generators, Radios, Vehicles, iPads
<p>1. <i>Systems:</i> All Departments identified intranet, internet, text messaging, and outlook as critical systems. 2. <i>Equipment:</i> Unless otherwise stated all departments identified phones, cell phones, computers, and printer/copiers as critical support technologies for essential functions</p>		

2.10 CONTINUITY COMMUNICATIONS

The success of operations at a continuity facility depends on the availability and redundancy of critical communications systems to support connectivity to internal and external organizations, other departments, and the public should provide the following:

- Capability to adequately support essential functions;
- Ability to communicate with Contingency staff, City leadership, and other City departments;
- Ability to communicate with other organizations and emergency personnel;
- Access to data and systems necessary to conduct essential functions;
- Ability to operate in the alternate facility/location within 12 hours, and for up to 30 days.

Communications systems include a wide range of equipment and systems:

- Alerts on local radio stations
- Amateur Radio (HAM)
- Cellular Phones
- Emergency Alert Notification System (ClatsopALERTS!)
- Internet Access (email/City website)
- Land Line Phones (voice/fax)
- Satellite Phones
- Two Way Radios (Police/Fire/Public Works)

Internet Requirements:

- The City of Astoria relies heavily on internet connectivity to resume tasks critical to essential functions.
- Internet Connectivity: 10/10 Mbps

Communications System Matrix

Communication System	Description	Responsible Department
Amateur Radio (HAM)	Radio frequently spectrum for purposes of non-public safety communications	Police/911 Dispatch
Cellular Phones	Cell service dependent on cell towers	Finance, IT – Contractor
ClatsopALERTS!	Emergency notification service provided by Clatsop County to notify area residents by phone, text, email, and social media.	Clatsop County Emergency Management <i>Coordinated by: City Manager/Emergency Manager</i>
Internet Access, Email, City website	Access to internet via computers or other equipment. Message sent via email and updates to the City website.	IT – Contractor
Land Line Phones (voice/fax)	Phones as primary communication method.	IT – Contractor
Satellite Phones	Mobile phone, using orbiting satellites instead of ground based towers.	Fire, Police/911 Dispatch
Two Way Radios	Two-way radios	Fire, Police/911 Dispatch, Public Works IT – Contractor Day Wireless

2.11 HUMAN RESOURCES

A number of critical tasks must be initiated and completed as part of the initial COOP activation and implementation. Such critical tasks as employee notification and communication, retrieval of essential records and equipment, and prompt relocation will ultimately ensure the continuity of operations and minimal disruption of essential functions. Each department has identified continuity staff and the critical tasks these staff must complete as part of the initial COOP activation and implementation process.

Generally, only employees who support essential functions will be asked to report to an alternate location. Employees who directly support essential functions will be responsible for transferring functions and resources to alternate locations. This group is referred to as the Emergency Relocation Group (ERG). Department leadership will outline the ERG, and develop data sheets to support management of essential functions.

Basic steps must be completed by each department as part of the initial COOP plan activation and implementation process:

- Notify Department’s personnel of COOP activation;
- Notify other Departments and City Executives of COOP activation;
- Make a reasonable attempt (without endangering human life) to back up, secure, and retrieve vital records, files, and databases from primary location; and
- Communicate with public about the status of services provided by the Department.

2.11.1 EMERGENCY RELOCATION GROUP

The Emergency Relocation Group (ERG) is comprised of individuals who are assigned responsibility to relocate to an alternative site, as required, to perform essential functions during the continuity of operations phase of plan activation. Personnel at the specified devolution site who are identified to conduct devolution plans are members of the DERG, or Devolution Emergency Relocation Group. The ERG personnel are responsible for transfer of essential functions to continuity sites, departments should take precautions for relief of duties to obtain the highest levels of readiness.

Considerations when outlining the ERG and DERG:

- Clear definition of ERG roles and responsibilities;
- Maintenance of contact rosters for trained ERG staff;
- ERG members should officially accept their roles and responsibilities;
- Maintenance of drive away kits (go kits);
- Transportation to the continuity facility, including staging needs;
- Alert and notification process for non-ERG staff;
- Establishment of a process to transfer essential communications and records to the continuity facility in support of essential functions.

This section of the COOP plan will not seek to define ERG personnel, rather it will be used to understand the role, to train, and inform staff of potential participation in the ERG.

Department Leadership will define ERG and non-ERG personnel based on assignment and duty position.

Section 2.11.2 - Department Requirements seeks to define at a basic level who will be required to report to work and support continuity efforts in lieu of department specific plans.

2.11.2 DEPARTMENT REQUIREMENTS

City Attorney

The City Attorney will provide legal counsel and advice to the City during emergencies. As chief legal counsel to the City, the City Attorney will support the response to an emergency or hazard directly at the Emergency Operations Center (EOC), or Incident Command Post (ICP).

City Manager

The City of Astoria City Manager's Office is responsible for declaring a disaster and activation of the COOP plan in part or full depending on the emergency conditions. Works with elected officials to coordinate decision making with command staff, the release of funds, and City resources.

Community Development

The Community Development Department will provide critical planning activities, access the totality of damage, and perform building inspection of damaged buildings. Community Development will work with Fire to determine if buildings are safe to occupy following an emergency event. Community Development will also review by priority the Emergency Operations Center (EOC), Staging Areas, Emergency Shelters, and others sites as requested

The Community Development Director will be required to report and provide coordination of resources in support of the City Manager's Office. The building inspector upon activation of the COOP plan is essential and required to report to work.

Finance

The Finance Department is essential to activation of the COOP plan and authorization of banking functions for a timely City response. Essential Functions include communication with insurance providers, critical treasury functions, including payroll for City employees. Finance will conduct Human Resource (HR) functions as needed, to inform City employees about staffing needs in support of City departments.

The Finance Director will be required to report to work.

Fire

Astoria Fire Department will provide immediate response in coordination with the Astoria Police Department to protect life and property. Serves as a liaison to Incident Command staff and local responding agencies. Communication with responding agencies providing assistance under mutual aid agreements, including the verification of credentials.

All firefighting staff are essential and are required to report to work.

Library

City of Astoria Public Library is not required to provide essential services during an emergency. The COOP plan provides information in the event the Astor Library is effected by an emergency. Library Director will support the Incident Commander.

The Library Director will be required to report to work.

Parks and Recreation

Astoria Parks and Recreation is not required to provide essential services during an emergency. The COOP plan will outline steps in providing services in the event of an emergency at a Parks operated building. The Parks Department will provide resources, access to facilities, and available equipment as needed to the Incident Commander.

The Parks Director will be required to report to work

Police

Continuing patrol duties is the highest priority during a COOP event. Works closely with Fire to determine the severity of the event and report back to the Incident Commander. Response to a variety of calls for service, collection/security of evidence, and vital records is required for continuity of essential functions.

All public safety officers and support staff are essential and will be required to report to work.

Public Works

The Public Works Department is responsible for debris removal, safety checks of roadways and bridges, and restoration of critical infrastructure damaged during an emergency. Including, critical functions associated with protection of water treatment and distribution, waste water collection and treatment, street systems, and City equipment/fleet. Public Works will focus on transportation early in an incident and expand operations into water and sewer functions as resources are available.

Public Works requirements for essential service are high, Public Works Director, Staff Engineers, Road Crews, Equipment Operators, and Geographic Information Systems staff will be required to report to work.

2.11.3 ESSENTIAL FUNCTION STAFF

In addition to completing critical tasks associated with activation and relocation, each department must continue to perform essential functions. Departments have identified personnel responsible for each essential function and one alternate to ensure that each essential function is performed regardless of any one person's availability.

- It is important to ensure that staff assigned to perform essential functions are not also responsible for direct oversight of essential functions.

Table 10 below identifies staff assignments for each essential functions.

TABLE 10: ESSENTIAL FUNCTIONS AND ASSIGNED PERSONNEL

Essential Function	Primary Staff Assigned	Alternate Staff Assigned
Tier 1 : IMMEDIATE		
Alert/Warning (Police)	Emergency Communications Manager	Lead Dispatcher
Building Inspection (Community Development)	City Building Official	County Building Official (w/IGA)
Command/Control (City Manager)	City Manager	Finance Director
Coordination with Mayor/Council (City Manager)	City Manager	Finance Director
Criminal Investigation (Police)	Detective Sergeant	Detective
Damage Assessment (Community Development)	City Building Official	City Planner
Debris Removal (Public Works)	Senior Utility Worker	Utility Worker
Devolution (City Manager)	City Manager	Public Works Director
Emergency Communication (Police)	Emergency Communications Manager	Lead Dispatcher
Emergency Medical Aid (Fire)	Chief	Deputy Chief
Fire Suppression (Fire)	Chief	Deputy Chief
Fleet Refueling (Public Works)	Stores Supervisor	Superintendent
Information Technology – Coordination (Finance)	Finance Director	Financial Operations Supervisor
Law Enforcement - Patrol (Police)	Chief	Deputy Chief
Legal Services (City Attorney)	City Attorney	N/A

Essential Function	Primary Staff Assigned	Alternate Staff Assigned
Public Information (City Manager)	As Assigned	As Assigned
Records (Police)	Administrative Services Manager	Records Specialist
Reporting (Police)	Deputy Chief	Duty Sergeant
Risk Management (Finance)	Finance Director	Finance Analyst
State Hazardous - Materials Team (Fire)	Haz-Mat Team Coordinator	Haz-Mat Team Supervisor
Traffic/Crowd Control (Police)	Patrol Officer	Duty Sergeant
Wastewater [Sanitary Sewer] Collection/Treatment (Public Works)	Waste-Water Quality Supervisor	Waste-Water Treatment Plant Operator
Watershed/Headworks Ops (Public Works)	Water Source Operator	Lead Utility Worker
Water Treatment/Supply (Public Works)	Water Quality Supervisor	Lead Utility Worker
911 Dispatch/Call Center (Police)	Emergency Communications Manager	Lead Dispatcher
Tier 2 : CRITICAL		
Contracts (Finance)	Financial Operations Supervisor	Financial Reporting Manger
Council/Community Meetings (City Council, City Manager)	City Manager/Mayor	Follow Order of Succession/Council President
Engineering Services (Public Works)	City Engineer	Assistant City Engineer
Facility/Parks Maintenance (Parks)	Maintenance Supervisor	Facilities Coordinator, Grounds Coordinator
Fire Marshall (Fire)	Chief	Deputy Chief

Essential Function	Primary Staff Assigned	Alternate Staff Assigned
Geographic Information Systems – GIS (Public Works)	Senior GIS Specialist	Engineering Admin Assistant
Policy (City Council)	City Manager	Follow Order of Succession
Publicity w/PIO (City Council, City Manager)	City Manager/Mayor	Follow Order of Succession/Cou. President
Storm Water Collection (Public Works)	Senior Utility Worker	Lead Utility Worker
Transportation Facility Management (Public Works)	Senior Utility Worker	Lead Utility Worker
Treasury Functions- Banking Transactions (Finance)	Financial Operations Supervisor	Financial Reporting Manger
Vendors (Finance)	Financial Analyst	Accounts Payable Clerk
Tier 3 : NECESSARY		
Assist w/ Debris Removal (Parks)	Maintenance Supervisor	Grounds Coordinator
Building Permits (Community Development)	Building Codes Permit Technician	City Planner
Human Resources (Finance)	HR Admin Assistant	Financial Operations Supervisor
Parks Closure Procedures (Parks)	Maintenance Supervisor	Grounds Coordinator
Payroll (Finance)	Financial Operations Supervisor	Financial Reporting Manger
Tier 4 : IMPORTANT		
Equipment/Fleet Maintenance (Public Works)	Equipment Maintenance Supervisor	Equipment Mechanic
Water/Sewer Billing (Finance)	Water Sewer Clerk	Accounts Payable Clerk

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SECTION 3 TELEWORK PLAN

3.1 SUMMARY

The Telework plan establishes policy for both ERG and non-ERG employees, based upon work that can be completed off site. Telework will play a vital role in supporting the continuation of essential functions during an emerging Public Health Emergency.

At the onset of a Public Health Emergency the Telework plan will be used to resolve severely impacted staffing levels. A Public Health Emergency occurs when an infectious agent emerges in the human population and causes serious illness. Widespread illness throughout the City poses not only a public health risk; it is a major threat to the staffing of essential functions.

Devolution, the capacity to transfer authority and responsibility for essential functions from a City department's primary operating staff to operations with another government agency for an extended period, will be critical in the event a Public Health Emergency impacts the City.

The procurement of personal protective equipment (PPE), flexible leave policy, and recovery protocols should be addressed in future planning efforts.

This Section focuses on the following topics:

- Essential Functions;
- Assessment of Telework;
- Projected 30% reduction in staffing levels; and
- Infection Control Measures.

3.1.1 ASSUMPTIONS

- Projected 30% reduction in staff across City departments;
- Duration of 12- 18 months due to personnel illness.

3.1.2 ASSESSMENT OF TELEWORKING CAPABILITIES

In anticipation of the workforce shortages, the City of Astoria has identified critical functions that can be performed via Telework using either personal or City supplied equipment. Departments will determine the specific employees eligible for Telework, maintain plans and procedures for use as a back-up continuity strategy. In some circumstances non-ERG personnel will take up telework to support ERG personnel utilizing continuity facilities, or directly by ERG personnel unable to be physically onsite when the COOP plan is activated.

A Telework assessment will be conducted based upon the need at the time of a COOP event, with consideration for the type and scale of work to be completed by department personnel.

Considerations when outlining Telework:

- Identification of ERG, DERG and non-ERG personnel;
- Travel time and physical distance from worksite;
- Rotating on-call requirements
- Illness/incapacity (suspected/actual);
- Taking care of family members; or
- Voluntary social distancing.

3.2 EXTERNAL ORGANIZATIONS PLAN

A regional event is likely to affect multiple communities across the county and state simultaneously. As a result, other departments, organizations, and businesses are likely to experience high rates of employee absenteeism and may not be able to meet their business and leadership obligations.

Each department should evaluate their essential functions and determine what, component of each essential function is dependent on external agencies, organizations, or vendors. In the event that a main vendor or supplier supporting an essential function is unavailable, potential alternate sources need to be identified.

Considerations for organizing external dependent essential functions:

- Contact information for major primary and alternate suppliers should be maintained by each department;
- Main suppliers of essential function components should be notified of their role, focusing on logistic dependent vendors;
- City Departments should maintain adequate stores for the operation of essential function and establish a protocol to ensure resources are reordered at timely intervals;
- Maintain an inventory of supplies at the Continuity Facility, or back up site/off site location to ensure continuity, in the event the primary facility is impacted.

Information about primary and alternate suppliers/vendors is summarized in Annex G.

3.3 INFECTION CONTROL MEASURES

Infection control measures are critical for the protection of employees. The primary strategies for preventing the spread of an emerging disease are the same as those for seasonal influenza: (1) vaccination; (2) early detection and treatment; and (3) the use of infection control measures to prevent transmission. However, when a public health emergency begins, a vaccine will not be available and the supply of antiviral drugs may be very limited. The ability to limit transmission and delay the spread of the disease in the workplace will rely on appropriate application of infection control measures.

The City of Astoria will modify its operation procedures to increase the use of infection control measures to prevent transmission. Infection control measures include: increased employee education and awareness and social distancing.

1. Increased employee education and awareness will include such practices as teaching proper hand washing hygiene. Proper cough etiquette and hand hygiene techniques include:
 - Covering nose and mouth when coughing or sneezing;
 - Using facial tissues to contain respiratory secretions and dispose of them in a waste container;
 - Washing hands (with soap and water, an alcohol-based hand rub);
 - Placing portable hand-sanitizers at entry ways and other locations where equipment and items are touched by many people.
2. Social distancing is the practice of increasing the physical distance between co-workers and between employees and citizens. Social distancing will be promoted to the extent feasible by:
 - Staggering shifts to reduce the amount of time employees share common spaces;
 - Rearranging schedules to provide consecutive days off for the incubation time interval of the disease;
 - Maintain spatial separation of at least 3 feet between employees.

SECTION 4 CONCEPT OF OPERATIONS

4.1 ASSUMPTIONS

The procedures in this section were developed based on the following key assumptions:

- Emergencies or the threat of emergencies can adversely impact each department’s ability to continue to support essential functions;
- Emergencies and the threat of emergencies differ in priority and impact;
- Outside assistance may be interrupted or unavailable during an emergency;
- City departments and offices must be prepared to operate without help for at least 72 hours;
- When the COOP is activated, the City will implement a predetermined plan using trained and equipped personnel;
- The Departments will provide essential functions within 12 hours of the event and be able to continue these for 30 days or until termination of the event, whichever comes first.

The City of Astoria maintains administrative and operations function at the following locations no less than five days a week (Primary Service Sites). Hazards at these site will directly impact City employees:

City Hall Building (1095 Duane Street)
Public Safety Building [Fire/Police/911 Dispatch] (555 30th Street)
Public Works Operations (550 30 th Street)
Astor Library (450 10 th Street)
Aquatic Center (1997 Marine Drive)
Astoria Recreation Center/Parks Maintenance (1555 W. Marine Drive)
Waste Water Treatment Plant (5555 Lagoon Road)

4.2 COOP ACTIVATION

TABLE 11: CONTINUITY IMPLEMENTATION PHASES

Phase	Time Frame
Phase 1: Readiness and Preparedness	Continuous
Phase 2: Activation	0-12 Hours following an incident
Phase 3: Continuity Operations (CONOPS)	12 hours following an incident through termination
Phase 4: Reconstitution	Termination of CONOPS and return to normal operations

4.2.1 PHASE II – ACTIVATION

(0-12 hours following an incident)

COOP plan activation for incidents within the City of Astoria will commence at the direction of the City Manager. Department Leadership requests for COOP activation will be based on department specific needs at their operations centers and support infrastructure.

- 1) Utilize Implementation Checklists in Annex B and C;
- 2) Notify ERG members and the non-ERG employees of COOP activation and provide them with instructions;
- 3) Notify the point of contact at the alternate facility/location of impending activation and relocation requirements. Utilize Staging Areas as needed;
- 4) Arrange security at the alternate facility/location for vital records at the same level as the primary facility/location;
- 5) Notify the appropriate external organizations listed in Annex G of relocation status;

Disclaimer: The Information and numbers included are not all emergency numbers, the external organization list is for reference purposes.

- 6) Deploy the ERG, movement to alternate facilities;
- 7) Transfer essential functions, personnel, records, and equipment to alternate facilities/locations;

- 8) Provide guidance to departmental staff;
- 9) Assemble necessary documents and equipment required to continue performance of essential operations at continuity facilities, including communications equipment, computer equipment, contact lists, and contract numbers.
- 10) Order equipment and supplies, if possible;
- 11) Transport vital records and files, supporting communications, IT framework and other necessary equipment to the continuity facilities, if applicable;
- 12) Arrange security for abandoned primary facility and non-moveable equipment, and records, to the safest extent possible.

4.2.2 PHASE III – CONTINUITY OPERATIONS (CONOPS)

(12 hours following an incident through termination)

1. Provide further guidance to ERG members and other City employees;
2. Account for absent employees, telework options, and all other personnel;
3. Identify replacements for missing personnel and request augmentation as necessary;
4. Begin full execution of essential functions at continuity facilities;
5. Immediately notify organizations and individuals who own/operate continuity facilities. Provide operational and communications status, and anticipated duration of relocation, if known;
6. Develop plans and schedules to phase down continuity facility/location operations and return essential functions, personnel, records, and equipment to the primary facility or to other temporary or permanent facilities/locations, when appropriate;
7. Develop a staffing plan and determine responsibilities to implement reconstitution, or continued operations at adjusted staffing levels.

4.2.3 PHASE IV – RECONSTITUTION

(Termination of CONOPS and return to normal operations)

1. When the threat or the physical emergency no longer exists, inform all City employees and provide instructions for reconstitution of normal operations;
2. Develop a plan for reconstitution by listing functions and projects in order of priority;
3. Assign staff to ensure buildings are structurally safe for re-occupation;
4. Supervise an orderly return to the primary facility, or movement to other temporary or alternative permanent facility, using a phased approach;
5. Inform the point of contact at the continuity facility and other community partners that your staff and functions will be leaving the alternative facility;
6. Conduct an after action review of continuity operations and the effectiveness of plans and procedures; identify areas needing correction; develop an improvement plan for continual improvement.

ANNEX A: EMERGENCY ACTIVATION LEVELS

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COOP EMERGENCY ACTIVATION

The City command authority may implement the COOP plan as needed. Continuity plan activation may be based on a current review of hazards, or when future conditions pose a threat and emergency to City operations. The sequences bellow outline how a response should be approached as hazards and vulnerabilities present themselves. Not all emergency, hazardous, or disasters have a singular response, or need when providing immediate relief.

COOP events include many types of hazards and emergencies. These “events” are classified as follows;

- Class 1: Single Building;
- Class 2: Catastrophic Event;
- Class 3: Public Health Emergency.

Emergency Scenarios

Class 1-3 events occur during three specific conditions, or emerging hazards.

1. Non-Threats and Emergencies (With Warning):

Threats that have previously affected the City, broad understanding that these events reoccur in regular cycles. Allows time for notification, alert, and evacuation of people and equipment.

2. Unanticipated Threats and Emergencies (No Warning) – During Non-Business Hours:

Threats and emergencies that could occur with little to no warning during non-business hours. Necessitates activation of the COOP plan for continuation of services during business hours following the appropriate information defining the emergency and scale.

3. Unanticipated Threats and Emergencies (No Warning) – During Business Hours:

Threats and emergencies that could occur with little to no warning during business hours.

Activation Levels

Level 1: Day to Day Operations

- Environmental conditions pose no threat to life, property, or safety of City functions.

Level 2: Stand-By

- A stand-by profile is in response to watches, warnings, and other early warning information, or data that does not require immediate activation of the COOP plan (i.e. National Weather Service Alerts). Departments could be asked to pre-position resources in Staging Areas.

Level 3: Limited Operation Posture

- Partial activation of the COOP plan when current, or future (within 12-24 hrs.) conditions pose a significant threat to life, property, or the environment, including minor damages with severe repercussions. Concern for physical infrastructure and the safety of City personnel direct the response posture as appropriate. Measures could include, extended working hours, engagement of local resources, and mutual aid from local, state, and federal sources. Activation of the COOP plan is conducted to protect assets vulnerable to continued disruption, while working to restore essential functions of City government.

Level 4: Full Operation Posture

- Full activation of the COOP plan when extreme conditions pose the direct need to protect life, property, and the environment, when widespread damage and destruction is expected, or ongoing. The safety of citizens and City personnel is responsible for directing the response posture as appropriate. All primary response personnel and all first responders (all shifts) are present, providing relief. Supplemental funds will be requested, and a disaster declaration should be declared. Local resources, mutual aid agreements from local, state, and federal sources will be immediately requested. Activation of the COOP and a declaration of a full emergency is essential to restoring public trust in City government and providing essential services within a reasonable time period.

Agility Recovery Procedures

Note: Information taken directly from Agility w/City specific updates.

CIS Oregon (Citycounty Insurance Services) has contracted with Agility Recovery to help with the recover process in the event of an interruption. We have access to power, space, technology, and connectivity as well as expert advice and coaching for any type of interruption. The following section will outline the service offerings available with Agility as well as step by step recovery procedures to follow after an interruption. The City of Astoria will follow the Disaster Declare Procedure outlined below to formally notify Agility of a disaster.

1. CALL AGILITY – 877-364-9393

You may either dial “1” to contact an Agility response team member or call an alternative hotline number (888-242-3740 or 866-894-3336).

2. SPECIFY (Alert or Declaration)

Alert – Notify Agility of a potential interruption (i.e. a server failure or severe storm is predicted). By engaging Agility in advance, both parties may strategize and prepare for the coming event. The alert stage is not a required part of declaring a disaster but allows for the possibility of gaining valuable advice, guidance, costs and timeframes from Agility in preparation for recovery.

Declaration – Initiates the recovery process for any or all of the recovery elements for alternative power, workspace, technology, and connectivity. The City of Astoria will be provided with a detailed cost estimate and recovery timeline for approval, prior to recovery mobilization.

3. AUTHORIZE

Agility will provide guidance, suggested strategies, present costs and timelines to better inform the City of all potential recovery options. No costs will be incurred until the City of Astoria has approved all estimated costs associated with recovery. This approval will be made by voice verification by an authorized employee on a recorded line by Agility at time of declaration.

Authorized to Declare with Agility:

Position	Title
Primary 1	City Manager
Primary 2	Finance Director
Alternate 1	Public Works Director
Alternate 2	Police Chief
Alternate 3	Fire Chief
Alternate 4	Community Development Director

ANNEX B: PLAN, ANALYSIS, AND REVIEW CHECKLISTS

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COOP ACTIVATION RESPONSIBILITIES		
Critical Tasks	Staff Assigned	Alt. Staff Assigned
Notify City employees of COOP plan activation.		
Notify the point of contact at the alternate facility of impending activation and actual relocation requirements.		
Notify the appropriate internal and external organizations of relocation status.		
Back-up, secure, and retrieve vital records, files, and databases.		
Implement plans, procedures, and schedules to transfer essential functions, personnel, records, and equipment to alternate facilities/locations.		
Provide guidance to Contingency staff and other departmental staff.		
Assemble necessary documents and equipment required to continue performance of essential operations at alternate facilities/locations.		
Transport vital records and files, supporting communications, IT framework and other necessary equipment to the alternate facilities/locations.		
Arrange security for abandoned primary facility/location and non-moveable equipment and records, to the extent possible.		
Additional Tasks:		

IDENTIFICATION AND PROTECTION OF ESSENTIAL RECORDS CHECKLIST		
Have personnel been assigned responsibility for identifying and protecting vital records?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have vital records been evaluated on the basis of their necessity in carrying out emergency operations or in protecting the rights and interests of citizens and the government and not on their value as permanent records?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have measures been taken to ensure that emergency operating records vital to the continuity of essential functions during an emergency will be available at alternate facilities/locations in the event those facilities/locations are activated?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have measures been implemented to secure vital records and databases?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are vital records easily retrievable and maintained in proper condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is a current inventory of vital records easily accessible?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have priorities and procedures been outlined for the recovery of vital records during an emergency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have measures been identified to minimize damage to vital records during an emergency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has a capability been provided to recover vital records that are damaged during an emergency?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

SELECTING CONTINUITY FACILITIES CHECKLIST			
Continuity Facility:			Additional Comments
Did you select a continuity facility that does not share the same risk factors as your primary facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Did you consider using existing infrastructures, telework centers, virtual environments, or joint or shared space?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Does the facility/location have the ability to be operational within 12 hours after activation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Can the facility support sustained operations for 30 days or longer?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you have reliable logistical support, services and infrastructure system, including water, electric power, heating, and air conditioning, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you have access to essential resources, such as food, water, fuel, and medical facilities?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Have you identified backup power to the facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you have access to office and housekeeping supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Have you thought about your transportation and parking requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Does the facility/location meet your equipment and furniture requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you have a requirement for secure storage containers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you need security personnel to provide perimeter access control and internal security functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
If you decide to co-locate with another agency did you establish a memorandum of agreement (MOA)/memorandum of understanding (MOU) with the owner?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Do you have the authority to procure your own space?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Will you require another agency to assist you in the selection and acquisition process?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

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ANNEX C: IMPLEMENTATION CHECKLISTS

Annex C forms are to be completed upon COOP activation

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COOP IMPLEMENTATION CHECKLIST		
Has the executive decision been made to activate the COOP plan?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you evaluated your operation and determined if you need to activate your alternate facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you evaluated your operation and determined if you need to request additional staff from another department?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the alternate facility/location prepared for your relocation, including security measures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you notified:		
Point of contact at the alternate facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Continuity Staff (ERG) and Department employees (non-ERG)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other City departments as appropriate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other external organizations, including vendors as appropriate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Public?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you deployed the ERG to the continuity facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you transported the following to the alternate facility/location:		
Essential records and files	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supporting communications	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Information Technology hardware and software, as appropriate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other necessary equipment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you transferred the performance of essential functions or activities to the alternate facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you secured the primary facility/location, including any equipment or vital records left behind?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

RECONSTITUTION CHECKLIST		
Has the executive decision been made to return to the primary facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is the primary facility/location, or other temporary or permanent facility/location, prepared for your return, including security measures, water, electric power, heating, and air conditioning, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you notified:		
Alternate Facility/Location Point of Contact?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Contingency Staff and other Departmental staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other City departments, as appropriate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other external organizations, as appropriate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Public?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you provided instructions for resumption of normal functions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you transported the following back to the primary facility/location:		
Vital records and databases	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supporting communications	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Information Technology framework, as appropriate?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Other necessary equipment?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you transferred the performance of essential functions or activities back to the primary facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you secured the alternate facility/location or worked with the point of contact to secure the alternate facility/location?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Have you conducted an after action review to assess the performance of the essential functions at the alternate facility/location and prepared a remedial action plan to correct any areas of concern?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

ANNEX D: STAGING AREAS

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Continuity of Operations Plan

Annex D – Staging Areas

STAGING AREAS				
Site	Department	Address	Description Use	Risk Factors at Site
Parking Lot across from McDonalds	Fire, Police	632 W Marine Dr.	Major Structure Fires Occurring Near Downtown, Riverwalk, and Uniontown.	Flooding, Earthquake, Hazardous Materials, Fire. Vehicles and property occupying the site.
First United Methodist Church Parking Lot	City Hall; City Manager, Community Development, Finance, Public Works Admin/ Engineering	11 th St. – Franklin Ave. (Northeast Corner)	Meeting and assembly point for incidents near or affecting City hall.	Flooding, Earthquake, Unstable Ground. Vehicles and property occupying the site, the slope.
High School Parking Lot	Fire, Police	1001 W. Marine Dr.	Supporting Emergencies Occurring near Young’s Bay.	Flooding, Earthquake, Hazardous Materials, Fire, Severe Weather. Limited to Non-Water Related Emergencies.
Maritime Museum Parking Lot	Fire, Police	1792 Marine Dr.	General Operations related to Major Fires, Haz-Mat Operations along Leif Erickson Dr.	Flooding, Earthquake, Hazardous Materials, Fire, Severe Weather. Limited to Non-Water Related Emergencies.
Astor Elementary School	Public Works	3550 Franklin Ave.	Street and Playground area for staging vehicles and Equipment.	Earthquake, Hazardous Materials, Fire, Severe Weather, Access. Operation specific site due to site constraints.
Middle School Parking Lot/ Evergreen Field	Fire, Police, Public Works	1100-1300 Klaskanine Ave.	Major Emergencies, Wildland Urban-Interface Fires near Residential Property, Shivley Park, City Water Infrastructure. Assembly area during major emergencies for staging vehicles.	Earthquake, Hazardous Materials, Fire, Severe Weather. Site to be used by many agencies following a disaster.
Emerald Heights	Fire	Nimitz Dr. – Spruance Rd.	City Infrastructure, Major Emergencies, Structure Fires, Wildland Urban-Interface Fires near Residential Properties, Urban Forest Areas.	Earthquake, Hazardous Materials, Fire, Severe Weather, Access. Limited access points, potential vehicle turnaround issues.

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ANNEX E: SUPPORTING DOCUMENTS (MOA/MOU/IGA)

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STANDING MOA/MOU/IGA

CITY WIDE

1. MOU with Astoria School District
2. MOU with Clatsop County Community College

COMMUNITY DEVELOPMENT

1. Inter-Governmental Agreement (IGA) between the City of Astoria Community Development Department and Clatsop County for Building Inspection Services

Outlines: Building Inspection support for City Building Officials during times of increased demand, training, or absence.

FIRE

1. Clatsop County Fire Service Mutual Aid Agreement

Organizer: Clatsop County Fire Defense Board

Outlines: Cooperative response throughout the county when additional resources are needed to protect life, property, and coordination to disaster situations.

2. Clatsop and Columbia Inter-County Mutual Aid and Emergency Assistance Agreement

Organizer: Fire District and Fire Department Agencies located in Clatsop County and the Fire Districts agencies in Columbia County

Outlines: Cooperative response between the two counties when additional resources are needed to protect life, property, and coordination to disaster situations.

Participating Organizations: Cannon Beach RFPD, City of Astoria Fire Department, City of Warrenton Fire Department, Elsie-Vinemaple RFPD

3. Clatsop and Tillamook Inter-County Mutual Aid and Emergency Assistance Agreement

Organizer: Clatsop County Fire Defense Board and Tillamook County Fire Defense Board

Outlines: Cooperative response between the two counties when additional resources are needed to protect life, property, and coordination to disaster situations.

Participating Organizations:

(CLATSOP) Cannon Beach RFPD, City of Astoria Fire Department, City of Warrenton Fire Department, Elsie-Vinemaple RFPD, Gearhart Volunteer Fire Department, Hamlet RFPD,

John Day-Fernhill RFPD, Knappa-Svensen-Burnside RFPD, Lewis & Clark RFPD, Olney Walluski Fire and Rescue, Seaside Fire and Rescue, Westport-Wauna RFPD

(TILAMOOK) Bay City Fire Department, Garibaldi Fire Department, Nehalem Bay FPD, Nestucca Fire District, Netarts Oceanside Fire District, Rockaway Beach Fire Department, Tillamook Fire District

4. Clatsop and Washington Inter-County Mutual Aid and Emergency Assistance Agreement

Organizer: Clatsop County Fire Defense Board and Washington County Fire Defense Board

Outlines: Cooperative response between the two counties when additional resources are needed to protect life, property, and coordination to disaster situations.

Participating Organizations:

(CLATSOP) Cannon Beach RFPD, City of Astoria Fire Department, City of Warrenton Fire Department, Elsie-Vinemaple RFPD, Gearhart Volunteer Fire Department, Hamlet RFPD, John Day-Fernhill RFPD, Knappa-Svensen-Burnside RFPD, Lewis & Clark RFPD, Olney Walluski Fire and Rescue, Seaside Fire and Rescue, Westport-Wauna RFPD

(WASHINGTON) Banks Fire District, Cornelius Fire Department, Cornelius RFPD, Forest Grove Fire Department, Forest Grove RFPD, Gaston RFD, Hillsboro Fire Department, Oregon Dept. of Forestry, Tualatin Valley Fire & Rescue, Washington County FD #2

5. Contract for Fire Protection and Emergency Medical Services with the U.S. Department of Labor for Tongue Point Job Corps Center

6. Emergency Management Assistance Compact (EMAC)

Outlines: Legal Agreement and standard operating procedure for states to receive interstate aid in a disaster.

7. Memorandum of Agreement between the City of Astoria Fire Department and The United States Coast Guard Cutters Alert (WMEC 630) and Steadfast (WMEC 623) Regarding Fire Prevention Service and Emergency at 17th Street Pier, Astoria, OR

Outlines: Terms and conditions for Astoria Fire to provide fire protection and emergency medical services to U.S. Coast Guard Cutters moored at the 17th St. Pier.

8. Memorandum of Agreement between the United States Coast Guard (USCG) and the City of Astoria Fire Department Regarding Fire Protection Service and Emergency Medical Services

Outlines: Terms and conditions for Astoria Fire to provide fire protection and emergency medical services to U.S. Coast Guard Facilities at Tongue Point.

9. Mutual Aid Intragovernmental Agreement - Fire Protection Agencies Advisory Council (F-PAAC), Maritime Fire & Safety Association

Organizer: Maritime Fire & Safety Association (MFSA) (Portland, Oregon)

Outlines: Marine Fire Emergency Response on the lower Columbia and Willamette Rivers.

Participating Organizations: Astoria Fire Department, Clark County Fire District 6, Clark County Fire District 12, Clatskanie RFPD, and Columbia River Fire & Rescue, Cowlitz 2 Fire & Rescue, Cowlitz County Fire District 5, Longview Fire Department, Portland Fire Bureau, and Vancouver Fire Department.

10. Mutual Assistance Agreement, Medix Ambulance Service Inc. and The City of Astoria Fire Department

Organizer: Medix Ambulance Service and Astoria Fire Department

Outlines: Mutual cooperation during emergencies, disaster scenarios when there is a greater need for Emergency Medical Service.

PUBLIC WORKS

1. Managing Oregon Resources Efficiently Intergovernmental Agreement for Resources and Services (MORE-IGA)

Organizer: Marion County Public Works – State Wide

Outlines: Allows the sharing and/or invoices to be exchanged during emergency events or for performing day to day services. Streamline IGAs for cities, counties, service districts to provide equipment, material, and provide services.

2. Mutual Aid and Assistance Agreement for the Provisions of Emergency Service Related to Water and Wastewater Utilities

Organizer: Oregon Water/ Wastewater Agency Response Network (ORWARN)

Outlines: Facilitates rapid, short-term deployment of emergency services, in the form of personnel, equipment and materials, to restore critical operations in a timely manner.

3. Oregon Public Works Emergency Response Cooperative Assistance Agreement

Organizer: ODOT – Emergency Response Program

Outlines: Sharing of resources during emergency or urgent events only, meets FEMA IGA requirements. For state agencies, counties, cities, service districts, and public institutions.

ANNEX F: REPORTING

FEMA ICS FORMS [HTTPS://TRAINING.FEMA.GOV/ICSRESOURCE/ICSFORMS.ASPX](https://training.fema.gov/icsresource/icsforms.aspx)

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PLACE ICS FORMS IN THIS SECTION

AFTER ACTION REPORTS INTRODUCTION

In order for a COOP plan to be effective, it is critical that the personnel, procedures, alternate facilities, and equipment be exercised and tested on a regular basis. In addition, many lessons can be learned following a real-life event where the COOP plan is activated. Yet no amount of exercising or real-life practice will be constructive unless each event is followed by an After Action Report (AAR). After Action Report is a structured evaluation designed to identify successes and shortfalls. Both exercises and real-life events can be evaluated using similar methods. This document uses exercises and real-life event interchangeably as far as evaluation methods and forms are concerned.

The participating local governments and jurisdictions should view the After Action Report not as a “report card” that grades weakness but rather as an opportunity to identify ways to build on strengths and improve COOP capacity. Because jurisdictions are testing new and emerging plans, skills, resources, and relationships, every exercise can be expected to result in multiple findings and recommendations for improvement.

FUNCTION OF COOP AFTER ACTION REPORTS

The goal of a COOP After Action Report and exercise evaluation is to validate strengths and identify improvement opportunities for the participating jurisdiction(s). This is accomplished by observing the exercise and collecting supporting data, analyzing the data to compare performance against expected outcomes, and determining what changes need to be made to the procedures, COOP plan, staffing, equipment, and communications to ensure expected outcomes. The focus of the evaluation for discussion-based exercises (e.g., tabletop exercises) is on the COOP plan, procedures, and policies, whereas the focus for operations-based exercises (e.g., drills and full-scale exercises) is on assessing performance in activating and implementing COOP plan in response to a simulated major event.

An After Action Report serves the following important functions:

- Identification of problems/successes during COOP training, or emergency COOP plan activation and implementation.
- Analysis of the effectiveness of COOP plan components.
- Needed improvements in the COOP procedures or guidelines.

- Additional equipment and supplies required.
- Training and staffing deficiencies and need for continued exercising of the COOP plan.
- Describes and defines a plan of action for implementing improvements.

RESPONSIBILITY FOR AFTER ACTION REPORTS

Following an exercise or a drill, individuals selected as observers prior to training, are responsible for completion of the After Action Report. In a real-life event, the head of the Department will be responsible for ensuring that an After Action Report was completed. Employees and customers should be invited to provide input. The report should be distributed on an as needed basis.

AFTER ACTION REPORT OUTLINE

1. Executive Summary: The executive summary provides an overview of the exercise or actual event, major strengths demonstrated during the event and areas that require improvement.
2. Introduction and Background
3. Type/Location of Event / Drill / Exercise
4. Description of Event / Drill / Exercise
5. Chronological Summary of Event / Drill / Exercise
6. COOP Activation and Implementation Summary: Include information on what worked and what didn't, identify strengths to be maintained or built upon and potential areas for further improvement
7. Conclusions and Recommendations: As applicable, include a description of recommended event follow-up actions, assignments, associated costs or budget, timetable for completion or correction, and follow-up responsibilities
8. Training Needs

IMPLEMENTING CHANGE

Recommendations for the future are the major reason for compiling an After Action Report. The goals of an exercise are not achieved until the recommendations that come out of the evaluation are implemented. The purpose of the evaluation is to improve Continuity plan and the local government's performance in carrying out that plan. This is most likely to occur if objectives relate clearly to COOP functions and the focus of the evaluation is on performance, not people.

Specifically, the change effort centers on these issues:

- Are the procedures sound?
- Are resources sufficient to support the procedures?
- Are personnel adequately trained to follow the procedures and use resources?

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ANNEX G: EMERGENCY COMMUNICATIONS

1. External Organization Notification Contact Information
2. Vendors – Department Essential Functions

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1. EXTERNAL ORGANIZATIONS NOTIFICATION CONTACT INFORMATION	
Organization Name	Contact Information
American Red Cross – Cascades Region	503-284-1234 (General - Portland)
Astoria School District	808-649-0697 (Maintenance Supervisor) 503-325-6441 (General)
City of Warrenton	503-861-0823 (City Manager)
City of Warrenton Police	503-861-2235 (General)
Clatsop Community College	503-325-0910 (General) 503-338-2425 (President’s Office) 503-338-2422 (Finance/Ops)
Clatsop County Public Works Department	503-352-8631 (100 Olney Ave. Astoria) 503-447-0130 (Director Cell)
Clatsop County Emergency Management	503-325-8645 (Emergency Services Manager) 503-861-2015 (Manager Home) 503-791-6131 (Manager Cell)
Clatsop County Public Health Department	503-325-8500 (General) 503-791-6646 (24 hr. Emergency Line)
Clatsop County Sheriff’s Office	503-325-8635 (Sheriff - Warrenton) 503-717-1744 (Sheriff - Home) 503-791-6131 (Sheriff - Cell)
Columbia Memorial Hospital	503-338-7505 (Admin)
Oregon Department of Environmental Quality	503-229-5696 (General) 503-229-6391 (Cleanup & Emergency Response)

1. EXTERNAL ORGANIZATIONS NOTIFICATION CONTACT INFORMATION	
Organization Name	Contact Information
Medix Ambulance	503-861-1990 (Dispatch) 503-861-5554 (Admin - Warrenton) 503-861-3218 (Home) 503-440-2936 (Cell)
Oregon Department of Forestry	503-325-5451 (Astoria District Office)
Oregon Department of Transportation	503-325-7222 (Astoria Office - Region 2, District 1) 503-986-2600 (Region 2 HQ – Salem) 503-986-2631 (Region Manager) 503-325-4397 (Regional Manager Direct) 503-969-1778 (Regional Manager Cell)
Oregon Emergency Response System	503-378-2911 Ext.22239 (Salem Office) 1-(800)-452-0311 (Emergency Number)
Oregon Health Authority – Drinking Water Section	971-673-0405 (General) 971-246-1789 (Emergency Response) 503-938-6790 (Emergency Pager)
Oregon Military Department – Office of Emergency Management (OEM)	http://www.oregon.gov/oem/Pages/Employee-Directory.aspx 503-378-2911 (General)
Oregon State Police	503-861-0781 (Astoria Area Command - Warrenton) 503-378-3387 (Northwest Region HQ - Salem)
Oregon State Police- Office of State Fire Marshal	503-934-8030 (Emergency Response Department)
Oregon State Water Resources Department Dam Safety	503-986-0840 (General) 541-706-0849 (Engineer Cell)

1. EXTERNAL ORGANIZATIONS NOTIFICATION CONTACT INFORMATION	
Organization Name	Contact Information
Port of Astoria	503-741-3300 (General) 503-791-7735 (Security/ After Hours Emergencies)
United States Coast Guard	(866)-284-6958 (Sector Columbia Riv. Warrenton) 503-325-3301 (ANT at Tongue Point) 503-325-1601 (Base Tongue Point) (800)-982-8813 (13 th CG District. Seattle)
Private Utilities	
Pacific Power	(877)-508-5088 (Emergency Line) (800)-548-3768 (Toll Free) 503-338-8845 (Local Contact: Gary Dick)
NW Natural	503-325-1632 (General) 503-298-3210 (Local Contact: Brad Timkowitz)

2. VENDORS: DEPARTMENT ESSENTIAL FUNCTIONS		
Product, Essential Function Supported	Suppliers	Additional Suppliers
Chemical Products Waste Water Treatment Plant (Public Works)	Northstar Chemical 503-625-3770 <i>[Dechlorination and PH]</i>	JCI Jones Chemical (800)-932-0160 <i>[Chlorine]</i>
Chemical Products Water Headworks (Public Works)	JCI Jones Chemical 800-932-0160 <i>[Chlorine]</i>	
Communication Equipment All Functions (Fire, Police, Public Works)	Day Wireless Systems 503-228-2439 (Portland Sales) 503-659-1240 (Milwaukie Service) <i>[General Communications, Radios, Maintenance]</i>	

2. VENDORS: DEPARTMENT ESSENTIAL FUNCTIONS		
Product, Essential Function Supported	Suppliers	Additional Suppliers
EMS Supplies Emergency Medical Aid, Fire Suppression (Fire)	Life-Assist (800)-824-6016 (Toll Free) Bound Tree Medical Assist (800)-533-0523 (Toll Free)	Zoll Medical (800)-804-4356 (Toll Free) Physio-Control (800)-442-1142 (Toll Free)
Fire Equipment & Personal Protection Equipment (PPE)/SBCA Fire Suppression (Fire)	Sea Western Fire Fighting Equipment (800)-327-5312 (Toll Free) Cascade Fire Equipment (structural & wildland) (800)-654-7049 (Toll Free) 541-779-0394 (General) 541-643-8328 (Territory Sales) General Fire Apparatus (Equipment, Hose, Fittings, & Adapters) 503-534-8529 (General) 541-554-2572 (Territory Sales)	LN Curtis & Sons (Firefighting equipment) (800)-426-6633 (Toll Free) 206-622-2875 (General – Northwest) MES (Municipal Emergency Services) (SCBA parts, and service) (877)-711-5557 (Toll Free) (866)-288-4936 (Toll Free - NW)
Fuel - <u>Bulk Fuel Delivery</u> Fuel Refueling (Public Works)	Wilcox & Flegel (Longview Dispatch) 360-636-8352	Jackson & Sons 503-738-5833
Fuel - <u>Small Delivery</u> Fuel Refueling (Public Works)	Wilcox & Flegel (Astoria Branch) 503-325-3122	Jackson & Sons 503-738-5833
Fuel - <u>Secondary Fueling/Card Lock</u> Fuel Refueling (Public Works)	Marc Nelson Oil Products (800)-523-7676 or 503-363-7676	
Gas Monitoring Fire Suppression (Fire)	Life Safety Corporation 503-231-8282 (General)	

2. VENDORS: DEPARTMENT ESSENTIAL FUNCTIONS		
Product, Essential Function Supported	Suppliers	Additional Suppliers
Information Technology	iFocus Consulting, Inc. 503-338-7443 (General) (888)-308-6192 (Toll Free)	
Medical Oxygen Emergency Medical Aid, Fire Suppression (Fire)	Matheson Tri-Gas, Inc. (877)-684-4427 (Toll Free – NW)	
Pipes + Fittings Street System Maintenance, Storm Water Collection, Waste Water Treatment, Water Supply (Public Works)	Ferguson Waterworks Portland 503-240-6747 (General)	Consolidated Supply Co. 503-281-1251 (Portland) (800)-547-5862 (Toll Free)
Propane Fuel Refueling (Public Works) [propane generators]	Suburban Propane Seaside 503-738-6206	CHS Northwest 503-458-6004 (Astoria/Svenson Mkt.) Ferrellgas 503-717-9200 (Long Beach WA) 360-260-0919 (Longview WA)

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ANNEX H: CONTACTS ROSTER/CALL TREE/GO-KITS

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Emergency Communications

- Utilize an Emergency Phone List (call tree). Include external numbers for notification.

Vital Records/ Go-Kits

- Make available a dossier of forms (hardcopy) and store at alternate locations. Include all essential documents/forms that would require immediate access following an emergency.
- Utilize a quick reference guide including How-To checklists.
- Create a financial account (job number) for emergency use. Track all mileage and rentals, useful for FEMA reimbursement.

Preparedness Go-Kit		
Department Items	Status (circle)	
Hard copy of employee roster	Have	Need
Hard copy of employee emergency notification contact with numbers	Have	Need
Hard copy of support resources/vendors information with numbers	Have	Need
Blankets	Have	Need
Change of clothes, socks, boots (sturdy shoes)	Have	Need
Snacks and Water	Have	Need
Flashlight with batteries	Have	Need
First aid supplies	Have	Need
Comfort kits (toothbrush, toilet paper, etc.)	Have	Need
Operations		
Computers with powers cords, network connections	Have	Need
Printer with ink and paper	Have	Need
Thumb drive (memory device) with current (30 days) of vital records/files and resources for essential functions.	Have	Need
Basic office supplies (pen, paper, tape, stapler)	Have	Need
Hard copy of important documents and contacts	Have	Need
Map of local area, alternate work sites	Have	Need
Keys to file draws, alternate facilities	Have	Need

Employee Go-Kit		
Personal Items	Status (circle)	
Sturdy Shoes (boots/walking shoes)	Have	Need
Hygiene items (toothbrush, deodorant, toilet paper, sun protection)	Have	Need
Change of clothing (casual clothing, socks, hat)	Have	Need
Personal medical items (medication, glasses)	Have	Need
Snacks and water (water bottle)	Have	Need
Headlamp or Flashlight with batteries	Have	Need
Basic first aid (bandages, tweezers, hand sanitizers)	Have	Need
Important documents (driver’s license, id badge)	Have	Need
Hard copy of personal items	Have	Need
Spare keys (building and vehicle)	Have	Need
Operations		
Cellphone and charger	Have	Need
Basic office supplies (paper, pen, etc.)	Have	Need
Map of local area, alternate work location	Have	Need

ANNEX I: DEFINITIONS AND ACRONYMS

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After Action Report – a narrative report that presents issues found during an incident or exercise, along with recommendations on how those issues can be resolved.

Alternate Facility/Location – an alternate work site that provides the capability to perform minimum essential departmental functions until normal operations can be resumed.

Alternate Facility/Location Point(s) of Contact – the individual(s) responsible for the alternate facility/location during periods of normalcy and who, upon activation of the COOP, may be required to take action to ensure that the alternate facility/location is prepared for occupancy by the Key COOP staff.

Continuity of Operations (COOP) – an internal effort within individual components of a government to ensure that the capability exists to continue essential component functions across a wide range of potential emergencies, including localized acts of nature, accidents, and technological or attack-related emergencies.

COOP Activation – the executive decision to initiate the Continuity of Operations process.

COOP Implementation – the process and procedures conducted by the Department(s) to ensure the continuance of essential functions.

Catastrophic Event – an emergency event that renders a department’s primary facility/location unusable for a sustained period of up to or exceeding 30 days.

Continuity Staff (ERG) – the personnel of the Department designated to report to the alternate facility/location during COOP implementation to ensure that the Department is able to perform its essential functions.

Critical Customers – organizations or individuals for which the City or one of its departments performs mission-essential functions.

Critical Essential Functions – those essential functions that cannot be interrupted or can be only minimally interrupted following an incident.

Critical Time – the amount of time a particular function can be suspended before it adversely affects the Department’s core mission.

Delegated Authority – an official mandate calling on the individual holding a specific position to assume responsibilities and authorities not normally associated with that position when specified conditions are met.

Devolution – the capability to transfer statutory authority and responsibility for essential functions from a department’s primary operating staff and facilities to employees and facilities of other departments within the City or from another jurisdiction.

Emergency – a sudden, usually unexpected event that does or could do harm to people, resources, property, or the environment. Emergencies range from localized events that affect a single office in a building, to human, natural, or technological events that damage, or threaten to damage, local operations. An emergency can cause the temporary evacuation of personnel or the permanent displacement of personnel and equipment from the location to a new operating location environment.

ERG – Emergency Relocation Group, see Continuity Staff definition.

Essential Functions – those functions, stated or implied, that City departments are required to perform by statute, executive order, or City policy and are necessary to provide vital services, exercise civil authority, maintain the safety and well-being of the general populace, and sustain the industrial/economic base in an emergency.

Functional Exercise – a fully simulated interactive exercise performed in real time that tests the capability of an organization to respond to a simulated event without actually moving people and equipment to an actual site.

Hazardous-Materials – Hazardous Materials. The State Regional Haz-Mat Emergency Response Team (11) is located in Astoria at the City’s public safety building.

Interoperable Communications (Continuity Communications) – alternate communications that provide the capability to perform minimum departmental essential functions, in conjunction with other agencies, until normal operations can be resumed.

Long-term Essential Functions –those essential functions that can be interrupted for the first 30 days following an incident, but must be resumed thereafter.

Mitigation – any sustained action taken to reduce or eliminate the Long-term risk to life and property from a hazard event.

Memorandum of Understanding and Memorandum of Agreement (MOU/MOA) - is a legal document describing a bilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action, rather than a legal commitment. It is a more formal alternative to a gentlemen's agreement, but generally lacks the binding power of a contract.

Order of Succession – the order in which and conditions under which the responsibilities and authorities of a public official are passed to another official when the original holder of the responsibilities and authorities is unable or unavailable to exercise them.

Plan Maintenance – steps taken to ensure the COOP is reviewed regularly and updated whenever major changes occur.

Primary Facility/Location – the site of normal, day-to-day operations; the location where the employee usually goes to work.

Reconstitution – the resumption of non-emergency operations at a primary facility/location following emergency operations at an alternate facility/location.

Tabletop Exercise – a round table, open forum type of discussion in which an emergency situation is presented to the participants. A series of questions is offered for consideration by the participants. Individual emergency response plans from communities and industrial operators are used in a discussion on how to best deal with the fictional emergency situation.

Termination – actions taken to end operations at an alternate facility/location and prepare for returning to non-emergency operations at a primary facility/location.

Vital Records and Databases – data information, in hard copy or electronic format, necessary to maintain the continuity of operations during an emergency, to recover full operations following an emergency, and to protect the legal rights and interests of citizens and the government.



1201 Court Street NE, Suite 200 • Salem, Oregon 97301
(503) 588-6550 • (800) 452-0338 • Fax: (503) 399-4863
www.orcities.org

June 6, 2018

Dear Chief Administrative Official:

For the past three months, eight policy committees have been working to identify and propose specific actions as part of the League's effort to develop a pro-active legislative agenda for the 2019 session. They have identified legislative objectives as set forth in the enclosed ballot and legislative recommendation materials. These objectives span a variety of issues and differ in the potential resources required to seek their achievement. Therefore, it is desirable to prioritize them in order to ensure that efforts are focused where they are most needed.

While the attached ballot reflects the top policies developed in each of the policy committees, each undertook a broad look at a range of issues impacting cities. Many issues reflect the League's ongoing mission to support cities' work and their home rule authority to develop and use a variety of tools to meet the needs of residents but were not included in the ballot. Additional issues, such as addressing the housing shortage and the opioid crisis, are multifaceted and did not fit concisely into policy priorities. However, they remain as work the League intends to accomplish as it works with large groups of stakeholders in search of solutions.

Each city is being asked to review the recommendations of the policy committees and provide input to the LOC Board of Directors as it prepares to adopt the League's 2019 legislative agenda. After your city council has had the opportunity to review the proposals and discuss them with your staff, please return the enclosed ballot indicating the top four issues that your city council would like to see the League focus on during the 2019 session. **The deadline for response is August 3, 2018.** The board of directors will then review the results of this survey of member cities, along with the recommendations of the policy committees, and determine the League's 2019 legislative agenda.

Your city's participation and input will assist the board in creating a focused set of specific legislative targets that reflect the issues of greatest importance to cities. Thank you for your involvement, and thanks to those among you who gave many hours of time and expertise in developing these proposals.

Do not hesitate to contact me or Craig Honeyman, Legislative Director, with questions.

Sincerely,

Mike Cully
Executive Director

Craig Honeyman
Legislative Director

P.S. If you are reviewing the hard copy of this ballot and would like to view the linked material please visit the following web address and click on the links there:

<http://www.orcities.org/Portals/17/Legislative/2019PolicyBallotInformation.pdf>

INSTRUCTIONS

1. Each city should submit one form that reflects the consensus opinion of its city council on the **top four** legislative priorities for 2018.
2. Simply place an **X** or a **check mark** in the space to the left of the city's top four legislative proposals (last pages of the packet).
3. The top four do not need to be prioritized.
4. Return by **August 3rd** via mail, fax or e-mail to:

Jenna Jones
League of Oregon Cities
1201 Court St. NE, Suite 200
Salem, OR 97301
Fax – (503) 399-4863
jjones@orcities.org

Thank you for your participation.

Please check or mark 4 boxes with an X that reflects the top 4 issues that your city recommends be added to the priorities for the League's 2019 legislative agenda.

City of: _____

Legislation

A. 9-1-1 Tax	<input type="checkbox"/>
B. Annexation Flexibility	<input type="checkbox"/>
C. Auto Theft	<input type="checkbox"/>
D. Beer and Cider Tax Increase	<input type="checkbox"/>
E. Broadband Infrastructure	<input type="checkbox"/>
F. Carbon Cap-and-Invest Program Adoption	<input type="checkbox"/>
G. City Comparability for Compensation	<input type="checkbox"/>
H. Green Energy Technology Requirement Changes	<input type="checkbox"/>
I. Infrastructure Financing and Resilience	<input type="checkbox"/>
J. Least Cost Public Contracting	<input type="checkbox"/>
K. Local Control Over Speed Limits on City Streets	<input type="checkbox"/>
L. Lodging Tax Definition Broadening	<input type="checkbox"/>
M. Mental Health Investment	<input type="checkbox"/>
N. Permanent Supportive Housing Investment	<input type="checkbox"/>
O. PERS Reform	<input type="checkbox"/>
P. PERS Unfunded Liability Revenue Stream Dedication	<input type="checkbox"/>
Q. Place-Based, Water Resource Planning (Program Support)	<input type="checkbox"/>
R. Property Tax Reform	<input type="checkbox"/>
S. Qualification Based Selection (QBS)	<input type="checkbox"/>
T. Right-of-Way and Franchise Fee Authority	<input type="checkbox"/>
U. Safe Routes to School Match	<input type="checkbox"/>
V. Small Area Cell Deployment	<input type="checkbox"/>
W. Speed Cameras	<input type="checkbox"/>
X. Speed Limit Methodology	<input type="checkbox"/>
Y. Third Party Building Inspection	<input type="checkbox"/>
Z. Tobacco Taxes Share Increase	<input type="checkbox"/>
AA. Waste Water Technical Assistance Program	<input type="checkbox"/>
BB. Wetland Development Permitting	<input type="checkbox"/>
CC. Wood Smoke Reduction Program Support	<input type="checkbox"/>

In addition to your ranking of the priorities shown above, please use this space to provide us with any comments (supportive or critical) you may have on these issues, or thoughts on issues or potential legislative initiatives that have been overlooked during the committee process.):

A. 9-1-1 Tax

Legislation:

Support legislation enhancing the effectiveness of the state's emergency communications system by increasing the 9-1-1 tax and/or seeking other sources of revenue and prohibiting legislative "sweeps" from emergency communications accounts managed by the Oregon Office of Emergency Management.

Background:

The League worked with other stakeholder groups in 2013 to extend the sunset date on the statewide 9-1-1 emergency communications tax to January 1, 2022 ([HB 3317](#)). In 2014, the League also worked to pass legislation including prepaid cellular devices and services under the 9-1-1 tax ([HB 4055](#)). As concerns mount with regard to disaster preparedness and recovery and as upgrades to communications technology become available, it is apparent that state and local governments do not have the resources necessary to address challenges or take advantage of opportunities (see an analysis in the League's 2018 State Shared Revenue Report, [here](#), and the Oregon Office of Emergency Management's "Emergency Communications Tax" webpage, [here](#)). Additional funding is needed and the practice of periodically sweeping funds out of the state's emergency management account for other uses must cease. It is worthy of note that the practice of "sweeps" disqualifies the state from receiving federal funds for emergency communications. It is unknown how many federal dollars have been foregone as a result of this policy.

Presented by the Telecom, Broadband & Cable Committee and endorsed by the Finance & Taxation Committee

B. Annexation Flexibility

Legislation:

The League will work to increase the flexibility for cities to annex residential areas and to encourage voluntary annexations, with a primary focus on improving the island annexation process.

Background:

There is a significant disconnect between the state's land use process and the process of annexation, which has created issues for a variety of cities. The annexation process requirements are particularly difficult for areas known as "islands". Even though cities can involuntarily annex islands, most cities have adopted a policy to only engage in voluntary annexation. This has left significant islands un-annexed. In addition, waiting for surrounding properties to voluntarily annex often means the process and order of annexation does not necessarily match the plans for infrastructure development. Unannexed lands remain on the buildable land supply but much of it will contain some level of development that was approved by the county, but is often underdeveloped when compared to the comprehensive plan.

However, there have been bills that have been introduced over the last few sessions that aim to make non-voluntary annexation more difficult (see e.g., [HB 2039](#) and [HB 2040](#)). As these bills have gotten hearings, the League has taken the opportunity to discuss how annexation and land use are very disconnected. This is particularly of interest as interest in housing development remains at the top of the list of legislative priorities. If local governments have greater control over the annexation process and can better incentivize voluntary annexation, they can better meet the development expectations of the land use system and their comprehensive plans. It also assists in the orderly development of infrastructure.

Tools that were recommended to consider included partial island annexation in residential areas, relaxation of the limit of 10 years to bring a property fully onto the city's property tax level, changing the boundary requirements for islands, and looking at how the withdrawal of special district territory can be better regulated.

Presented by the Community Development Committee

C. Auto Theft

Legislation:

Address the deficiencies in the Unauthorized Use of a Motor Vehicle statute that were created after an adverse court ruling.

Background:

A 2014 Oregon Court of Appeals ruling requires that prosecutors prove beyond a reasonable doubt that a person driving a stolen car knew they were in violation of the law prohibiting the unauthorized use of a motor vehicle. Because of this ruling, unless confesses to the crime, obtaining a conviction for stealing a car is near impossible. The National Insurance Crime Bureau's 2017 "Hot Spots" report stated that Oregon experienced a 19 percent increase in auto theft over 2016. News stories on this issue may be found [here](#), [here](#) and [here](#).

Because of the ruling, auto theft has increased exponentially across rural and urban Oregon. A legislative fix was proposed in 2018 and was generally agreed to but was never voted on by either chambers due to the fiscal impact it would have on the state. A copy of the legislation can be found [here](#). This issue was brought to the Committee by a representative of the Oregon Association of Chiefs of Police and they have requested the League's supported in seeking to fix this issue. Of particular concern to the General Government Committee was the fact that vehicles being stolen tend to be older cars and trucks that are more likely to be owned by people of more modest means who would be unable to readily replace their vehicles without considerable impact.

Presented by the General Government Committee

D. Beer and Cider Tax Increase

Legislation:

The League proposes increasing the state taxes on malt beverages and cider to assist with rising public safety costs, improve public health, reduce alcohol consumption by minors, and provide alcohol tax equity with wine and liquor.

Background:

Oregon's tax has not been increased since 1978 and is currently \$2.60 per barrel which equates to about 8 cents on a gallon of beer. The tax is by volume and not on the sales price. (Yes, the bottle deposit is 60 cents and the tax is only about 4 cents on a six-pack!) Oregon is tied with Kentucky for the lowest beer taxes of all states (see page 98 in link). To get to the middle, Oregon would need to raise the tax to 80 cents per gallon (10-fold increase). Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues (see page 9 in link)(beer and wine taxes, license fees, and liquor profit sharing) as state shared revenues. However, because the tax is so small on beer, the share is also small. The beer tax brings in only about \$7 million per year state-wide; thus, the city share is about \$2.3 million of the total shared revenues. The total share for cities for all alcohol-based state shared revenues is estimated at over \$86 million. The League anticipates that excise tax increases including those on alcohol will be a part of revenue package discussions in 2019, and the League sees this concept as an important leveraging tool.

Presented by the Finance and Tax Committee and endorsed by the General Government Committee

E. Broadband Infrastructure

Legislation:

Seek additional state support and funding for increased and equitable broadband infrastructure deployment, especially in rural areas. Oppose legislative efforts to restrict existing municipal authority to provide broadband services.

Background:

The deployment of broadband and telecommunications networks and services (public and/or private) throughout Oregon is critical to economic development, education, health and safety and the ability of residents to be linked to their governments. Mapping research shows large areas of the state either not served or underserved by competitive broadband technology. A significant barrier to the deployment of broadband infrastructure is funding. Cities need additional funding and support from various sources, including the state and federal government, allocated for increased or new broadband infrastructure, especially for fiber connections to schools, community libraries, and public safety buildings. Also, oppose efforts by private internet service providers to restrict local efforts to make broadband technology available within their jurisdiction.

Presented by the Telecom, Broadband & Cable Committee

F. Carbon Cap-and-Invest Program Adoption

Legislation:

The League's Energy & Environment Policy Committee has recommended support, if specific principles are recognized and codified, of legislation that would implement a statewide cap on carbon emissions over time and that would generate revenues for strategic investments that further Oregon's greenhouse gas reduction goals. The cap on emissions would apply to certain "regulated entities" with carbon emissions over 25,000 metric tons annually. Regulated entities would receive allowances, or would generate offset credits, to emit carbon. The revenue from the purchase of allowances would be invested in specified programs aimed at furthering GHG reductions and mitigating program impacts. It is anticipated that funds generated from a cap on the transportation fuel industry may be subject to use per state Constitutional requirements related to the state highway fund. The statewide cap on carbon would be reduced over time to meet updated greenhouse gas reduction goals for Oregon.

For the League to support a statewide cap on carbon, the following principles would need to be recognized and codified in any legislation:

- The legislation and subsequent rulemaking processes would need to establish a forum to generate meaningful dialogue with rural Oregon communities and those with energy-intensive, trade-exposed industries. Equity considerations should be considered throughout this process by including cities and counties representing a variety of populations, regions of the state, and community demographics (e.g. low-income and underserved populations). Specific action should be taken to have representation from cities with populations of less than 1,500.
- The cap would need to apply to all sectors including utilities, industry and the transportation fuels sector (e.g. fuel producers) if annual carbon emissions exceed 25,000 metric tons.
- The program should be designed to link to the Western Climate Initiative which has a multi-jurisdictional carbon market (linking with programs in California, Ontario and Quebec)
- The revenue from the purchase of allowances would be invested in evidence-based technologies to reduce emissions from regulated sectors with excess revenues being invested in statewide programs to support climate resilience and rural Oregon economies. Requiring the reinvestment of allowance revenue will help regulated sectors become more efficient over time and less carbon intensive.

- In addition, LOC will advocate that additional revenues generated be dedicated to support programs including:
 - Technical assistance grants that local governments could access to help fund the adoption and implementation of local climate action/sustainability plans.
 - Funding for local woodstove smoke reduction programs to help communities in, or at risk of, non-attainment from woodstove smoke.
 - Funding to study and incentivize an expanded, yet sustainable, cross-laminated timber industry in Oregon with the intent of stimulating job creation in rural Oregon communities.
 - Funding for drought mitigation planning and resilience for Oregon water systems.

Background:

The League anticipates that the Legislature is very likely to pass legislation during the 2019 session that would implement a “cap-and-invest” program in Oregon, similar to the program adopted by California. Similar legislation has been considered by the Oregon Legislature during previous legislative sessions, but has failed to be brought for a vote. The political will to pass such a policy/program for Oregon appears to be incredibly strong; the Speaker of the House and President of the Senate are co-chairing the Joint Interim Committee on Carbon Reduction and the Governor’s team is staffing a new Carbon Policy Office to assist in the Committee’s efforts. The League’s Energy & Environment Committee has spent considerable time discussing this policy, including how best to craft a policy recommendation that makes both environmental and economic sense for the state and cities.

Presented by the Energy & Environment Committee

G. City Comparability for Compensation

Legislation:

The League will seek legislation to ensure that cities are compared only with cities of a similar cost of living when negotiating with strike prohibited bargaining units.

Background:

Oregon labor law doesn’t allow police officers, firefighters, emergency communicators and other public safety critical employees to strike. Instead when an impasse is reached when bargaining with labor unions that represent those workers, the state proscribes a set procedure involving an outside arbitrator to resolve those contract disputes. In that process the arbitrator will compare the city to other cities of similar size. As a result, the cities in rural areas are being compared with to cities in metropolitan areas that have different economic circumstances. Klamath Falls with 20,000 people in it and a median home value of \$160,000 could be compared to Tualatin with a similar population and a median home value of \$355,000. This is not a reasonable comparison.

The Human Resources Committee notes that the Legislature created a variable minimum wage in Oregon in recognition of the different costs of living across the state. Each Oregon county is assigned to one of three wage zones with one being the Portland Metropolitan area, that second are less populous regions and the third are rural counties. The Committee recommends that cities only be compared to cities in the same wage zones. A detailed explanation and graphics of the proposal may be found here.

Presented by the Human Resources Committee

H. Green Energy Technology Requirement Changes

Legislation:

Advance legislation to statutorily modify the existing “1.5 percent green energy technology for public buildings” requirement to allow for alternative investment options such as offsite solar or energy efficiency projects.

Background:

Oregon statute currently requires public contracting agencies to invest 1.5% of the total contract price for new construction or major renovation of certain public buildings on solar or geothermal technology. The requirement allows for offsite technology, but only if the energy is directly transmitted back to the public building site and is more cost-effective than onsite installation. Removing the requirement that an offsite project be directly connected to the public building project could result in increased flexibility for local governments to invest in solar projects that are more cost-effective and provide for increased solar energy generation. In addition, the League will advocate to allow 1.5 percent funds to be invested in alternative projects that provide a greater economic or social return on investment including energy efficiency.

Presented by the Energy & Environment Committee

I. Infrastructure Financing and Resilience

Legislation:

The League will advocate for an increase in the state’s investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, and Regionally Significant Industrial Site loan program. The advocacy will include seeking an investment and set aside through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.

Background:

A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia and the funds are depleting and unsustainable without significant program modifications and reinvestments.

The funds are insufficient to cover the long-term needs across the state. While past legislative sessions have focused on finding resources for transportation infrastructure, the needs for water, wastewater, and storm water have not been given the same attention. A LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments. Without infrastructure financing options, cities cannot meet the needs of new housing or new business – high priorities for cities across the state.

In addition, there is a critical need to improve upon the seismic resilience of public drinking water and wastewater systems. The Oregon Resilience Plan (2013) identified Oregon’s water and wastewater systems as especially vulnerable to damage resulting from a Cascadia subduction zone earthquake. The plan recommended all public water and wastewater systems complete a seismic risk assessment and mitigation plan for their system. This plan would help communities identify and plan for a backbone water system that would be capable of supplying critical community water needs after a significant seismic event.

However, there is currently no dedicated funding to assist communities with this planning effort and the funding needed to repair/retrofit water infrastructure is significantly inadequate. Investments have been made in Oregon to seismically retrofit public safety facilities and schools, but without planning for infrastructure resilience, communities may not have access to water for critical needs, including drinking water and water for fire suppression, in the immediate aftermath of a seismic event.

This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment.

Presented by the Community Development Committee and endorsed by the Finance & Taxation and Water/Wastewater committees

J. Least Cost Public Contracting

Legislation:

Introduce and/or support legislation repealing Section 45(2)(a)(G) and Section 45(3)(a)(G) of HB 2017 (enacted in 2017) relating to compliance with least cost public contracting requirements as a condition for fuel tax increases after 2020.

Background:

As a matter of public policy, the League fundamentally disagrees with this linkage of transportation projects funding with public contracting standards applicable to specific local projects. Under HB 2017 (enacted in 2017) cities must comply with least cost public contracting standards set forth by ORS 279C.305 for subsequent the two-cent increases in the state gas tax to occur in 2020, 2022 and 2024. Literally interpreted, one recalcitrant city *might* be able to stop the next gas tax increase by its failure to comply with this statute.

Presented by the Transportation Committee and endorsed by Finance and Taxation Policy Committee

K. Local Control Over Speed Limits on City Streets

Legislation:

Introduce legislation that allows Oregon cities to opt-in (voluntarily) to adjust their speed limits on residential streets 5 mph lower than the statutory speed limit.

Background:

HB 2682 (enacted in 2017) allows the city of Portland to establish by ordinance a designated speed for a residential street under the jurisdiction of the city that is five miles per hour lower than the statutory speed provided the street is not an arterial highway. This authority should be extended to all cities and be considered permissive (not required). Cities should be able to determine speeds that are adequate and safe for their communities.

Presented by the Transportation Committee

L. Lodging Tax Definition Broadening

Legislation:

The League proposes adjusting and broadening the definitions of tourist, tourism promotion, and tourism-related facility as those terms are defined in the lodging tax statutes to ensure state-wide continued tourism and related economic (see page 17 of link) and tax growth (see page 223 of link), assist with city tourist costs, and provide local choice and revenue flexibility.

Background:

In 2003, when the state imposed a state lodging tax, the Legislature preempted cities by imposing restrictions on the use of local lodging tax revenues. (The percentage of restricted revenues varies by city.) Restricted tax revenues must be used for tourism promotion or tourism-related facilities. While the League will support all legislation that provides more flexibility on local tax usage, the League will advocate for lodging tax legislation that broadens those terms to clearly cover city costs of tourist events, tourism-related facility maintenance, tourist amenities, tourist attraction enhancement and public safety costs for special tourist events. Language from Section 3 of the dash 1 amendment to HB 2064 (2017) and Section 1 of HB 2064 (2017) will likely serve as a starting place. See also this power point presentation and this LOC testimony (supporting HB 2064) for further information.

Presented by the Finance and Tax Committee

M. Mental Health Investment**Legislation:**

The League will seek to protect and enhance the investments made to Oregon's treatment of the mentally ill.

Background:

In 2015, the Legislature funded rental and housing assistance for persons suffering from mental illness, specialized training for police officers to assist people in mental health crisis, multi-disciplinary crisis intervention teams and expanded access to treatment. While providing direct mental health services is not a standard city service, the state of care for persons in crisis had deteriorated to the point city police officers were regularly the primary public employee to provide interventions. The December, issue of Local Focus was devoted to cities and mental health, those articles may be found here.

Because of the anticipated budget shortfalls in 2019, the General Government Committee would like the League to ensure that services established in 2015 are not cut and to capitalize on any opportunities that may exist or be created to enhance those investments.

Presented by the General Government Committee

N. Permanent Supportive Housing Investment**Legislation:**

The League will support increased investments in the services that are provided to people who are living in permanent supportive housing.

Background:

Permanent supportive housing serves specific populations that traditionally face difficulty in remaining in housing due to additional, complex needs by providing housing and other services at the same time. A variety of populations, such as seniors, veterans, families, and those with mental health conditions, have different services that accompany their housing support. Permanent supportive housing models that use a Housing First approach have been proven to be highly effective for ending homelessness, particularly for people experiencing chronic homelessness who have higher service needs. Investment in the services is as important as the housing because residents that do not receive these additional supports often end up returning to homelessness based on issues related to their other issues.

However, in many areas the funding for housing is not well matched with the funding for the services. The state is the primary funding source for these services. However, there is some disconnect between the housing support provided by the Oregon Housing and Community Services Department (OHCS) and the Oregon Health Authority (OHA).

To help communities that are working to provide opportunities for permanent supportive housing and those seeking to find long-term solutions to local homelessness issues, better investment in the services is vital to success of these programs. By supporting appropriations to OHCS and OHA for these services, more support services can be provided to those that are in permanent supportive housing and lead to better outcomes.

Presented by the Community Development Committee

O. PERS Reform

Legislation:

The League will seek legislation to modernize the PERS investment pool, ensure proper financial controls are adhered to, and give cities a greater voice in how their monies are invested. The League will also seek legislation that shares the risk and costs of the pension benefit with employees but does so in a manner that impacts employees based on the generosity of the benefit plan they will retire under.

Background:

Oregon's Public Employee Retirement System (PERS) is a three-tiered program that provides a defined benefit pension (a pension that pays a retiree and their beneficiary a set amount for the length of their retirement) and a deferred compensation program that is funded through employee contributions. Each of the three tiers pays a different benefit and an employee's placement in a given tier is based on the date they were hired. Tier I is the most generous benefit and has an option for an annuity based retirement that has been incredibly expensive to maintain. Tier I was replaced by Tier II in 1996. Tier II costs, though reduced, were also unsustainable and were replaced with a third tier, known as the Oregon Public Service Retirement Plan (OPSRP) which is designed to provide a 45 percent salary replacement after a full career. A primer on the PERS system may be found [here](#).

The cost to employers for this system has risen steadily since the market crash of 2008, and will increase again on July 1, 2019 (projected individual employer rates may be found [here](#)) and then again in 2021 and possibly again in 2023. Rates are anticipated to remain at a system wide average of around 29 percent of payroll and remain at that level until 2035 without reforms.

Adverse court rulings to previous attempts at reforms have limited our options to addressing benefits not yet earned. With that in mind the Human Resources Committee recommends reforms in the three following areas:

- Ensure that investments into the PERS system are achieving the maximum possible return in the most efficient manner possible while safeguarding the funds with proper financial controls.
- Requiring that employees absorb some of the costs for the pension system but ensure that OPSRP employees are impacted more favorably than Tier I and Tier II employees who will receive more generous retirement benefits.
- Establishing a fourth tier that provides similar benefits to employees but is funded in a more sustainable manner. Providing incentives to retirees and current employees in the other tiers to switch to the fourth tiers should be explored as well.

Presented by the Human Resources Committee

P. PERS Unfunded Liability Revenue Stream Dedication

Legislation:

The League proposes that a new state revenue stream be dedicated to paying down the unfunded liability over a period of years to sustain the Public Employees Retirement System (PERS).

Background:

The present unfunded liability has grown extraordinarily large and is causing rate increases for most local governments and schools that are not sustainable. The League would support all reasonable revenue stream ideas. Ideas include but are not limited to a new temporary limited sales tax, a new payroll tax, and a new temporary state property tax. The League will advocate that PERS cost-containment measures be pursued along-side revenue raising efforts to pay down the liability; both seem necessary to address the state-created problem.

Presented the Finance and Tax Committee and endorsed by the Human Resources Committee

Q. Place-Based, Water Resource Planning (Program Support)**Legislation:**

The League will advocate for the funding needed to complete existing place-based planning efforts across the state.

Background:

Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental and industrial. Most of the surface water in Oregon (during peak season months) is fully allocated with no new water available. As a result, the ability to meet existing and future demand for various water uses will require collaboration, improved management and coordinated conservation among a variety of stakeholders, including municipalities. For this reason, the Legislature passed legislation to create a place-based planning pilot program in Oregon. This program, administered through the Oregon Water Resources Department, is providing a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin or groundwater area. Place-based planning is intended to provide an opportunity for coordinated efforts and the creation/implementation of a shared vision to address water supply challenges. Four place-based planning efforts are currently underway across the state in the Malheur Lake Basin, Lower John Day sub-basin, Upper Grande Ronde sub-basin and mid-coast region. Without continued funding, these efforts will not be able to complete their work. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognize the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step in order to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state.

R. Property Tax Reform**Legislation:**

The League of Oregon Cities proposes that the property tax system should be constitutionally and statutorily reformed as part of the 2019 session work on state and local tax reform and improving funding for schools (see pages 69-72 of link; property taxes make up 1/3 of school funding).

Background:

The property tax system is broken and in need of repair due to Measures 5 and 50, which are both now over 20 years old. All local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. Therefore, the League will participate in coalitions to help draft and advocate for both comprehensive and incremental property tax reform option packages. The League will remain flexible to support all legislation that improves the system, with a focus on a property tax package with these elements:

- To achieve equity, a system that transitions to a market-based property tax valuation system (RMV) rather than the present complex valuation system from Measure 50 (requires constitutional referral).
- To enhance fairness and adequacy, a system that makes various statutory changes, some of which would adjust the impact of a return to RMV. For example, the League supports a new reasonable homestead exemption (percentage of RMV with a cap) but also supports limiting or repealing various property tax exemptions that do not have a reasonable return on investment.
- To restore choice, a system that allows voters to adopt tax levies and establish tax rates outside of current limits (requires constitutional referral).

SJR 3 (see page 50 of link)(constitutional referral with return to real market value system) and SB 151 (see page 48 of link) (homestead exemption bill) from the 2017 session will likely serve as starting points. City property tax data including real market values and assessed values can be accessed [here](#).

Presented by the Finance and Tax Committee

S. Qualification Based Selection (QBS)

Legislation:

The League will seek to reform the Qualification Based Selection (QBS) requirements to allow for the consideration of price in the initial selection of architects, engineers, photogrammetrists and surveyors.

Background:

The state currently prohibits the consideration of price when making an initial selection when awarding contracts for certain design professionals when conducting public improvements. Instead of issuing a request for proposals as is done with most public improvement projects, contracting agencies issue “requests for qualifications” on a project. Cities may negotiate price only after the initial selection of a contractor is made. Under this system a city or other contracting agency will never know the price of other qualified and responsible bidders on a project.

The League’s General Government Committee concluded that this process is not in the interests of cities or tax payers as it precludes the use of competitive bids. There is no other area in which a consumer, public or private, would procure a service or product without considering the price.

Presented by the General Government Committee

T. Right-of-Way and Franchise Fee Authority

Legislation:

Oppose legislation that, in any way, preempts local authority to manage public rights-of-way and cities’ ability to set the rate of compensation for the use of such rights-of-way.

Background:

In its commitment to the protection of Home Rule and local control, the League consistently opposes restrictions on the rights of cities to manage their own affairs. From time to time, in the context of public rights-of-way management authority discussions, proposals to restrict to this authority arise. Such was the case during the 2017 legislative session with SB 202 and SB 840. These efforts to restrict local authority often include proposals for a statewide right-of-way access policy and compensation system as well as limiting the ability of cities to charge fees of other government entities. This is contrary to local government management authority; the ability to enter into agreements with users of the right-of-way either by agreement/contract or ordinance; and to set the rate of compensation.

Presented by the Telecom, Broadband & Cable Committee

U. Safe Routes to School Match

Legislation:

Introduce legislation lowering the local Safe Routes to Schools matching grant requirement to 20 percent from 40 percent and lowering the matching grant requirement for areas qualifying for exceptions to 10 percent from 20 percent.

Background:

Section 123 of HB 2017 (enacted in 2017) authorizes the Oregon Transportation Commission to provide matching grants for safety improvement projects near schools. To receive the grant cities must provide a 40 percent cash match unless the school is located in a city with a population of less than 5,000; is within a safety corridor; or qualifies as a Title I school in which case the cash match requirement is reduced to 20 percent. While cities support the availability of matching grant funds provided by the state, the current cash match requirements are too high for most cities to participate in the program.

Presented by the Transportation Committee

V. Small Area Cell Deployment (also known as “Small Cell Deployment”)

Legislation:

Oppose legislation that preempts local authority to manage public property while supporting deployment of wireless technology, including small area cell and 5G.

Background:

Legislative efforts involving the deployment of small area cell facilities are increasing around the nation. Currently 20 states ([Arizona](#), [Colorado](#), [Delaware](#), [Florida](#), [Hawaii](#), [Illinois](#), [Indiana](#), [Iowa](#), [Kansas](#), [Minnesota](#), [North Carolina](#), [New Mexico](#), [Ohio](#), [Oklahoma](#), [Rhode Island](#), [Tennessee](#), [Texas](#), [Utah](#), [Virginia](#), and [Washington](#)) have passed bills that limit cities ability to collect appropriate and fair rights-of-way, permitting, and lease fees on municipal property; to control their own design and aesthetics; or otherwise manage wireless technology deployment within their jurisdictions. This type of legislation is not going away. In fact, it is just beginning.

During the 2017 session, the League was approached independently by representatives of two wireless companies with draft concepts that could have resulted in legislation compromising local authority to manage the deployment of small area cell and 5G technology. Issues raised included “shot clock” (time allowed for cities to rule on applications), fee structures and limits, contract terms and duration, land use issues etc. These efforts are expected to continue in 2019 and with greater urgency as the technology approaches deployment status. While cities in Oregon support the advent of new wireless technology including small cell and 5G, authority to ensure their deployment complies with local laws and policies must be maintained.

Presented by the Telecom, Broadband & Cable Committee

W. Speed Cameras

Legislation:

Introduce and/or support legislation authorizing cities to use fixed speed cameras at locations other than intersections.

Background:

Speeding is a public safety issue. The Oregon Transportation Safety Action Plan envisions no deaths or life-changing injuries on Oregon's transportation system by 2035. Currently, cities have the authority as a result of [HB 2409](#) (enacted in 2017) to issue a speeding citation from the same camera and sensor system used to enforce red light compliance at intersections.

Further, speeding does not only occur at intersections. Additional automated enforcement, outside of intersections, would be a valuable tool allowing cities to mitigate dangerous behaviors and speeding. In 2015, the Oregon Legislature granted the city of Portland the authority to implement a fixed speed safety camera program ([HB 2621](#)). The fixed speed camera systems have been operating on "urban high crash corridors" that are also part of the city of Portland's High Crash Network. While this program has not been in place long, the comparison of before and after speeds near the fixed photo radar system is indicating that the automated enforcement is positively influencing speed reduction (see [PBOT report](#)). This legislation would extend the authority to all Oregon cities to implement fixed speed safety camera programs to help reduce the number of deaths and serious injuries that occur as a result of speeding.

Presented by the Transportation Committee

X. Speed Limit Methodology**Legislation:**

Introduce legislation that directs the Oregon Department of Transportation to develop a new speed setting methodology for cities and other urban areas that uses a safe systems approach validated by expert system tools as recommended by [NTSB Safety Study SS-17/01](#).

Background:

The NTSB safety recommendations represent current data-driven best practices to determine speed limits. Currently, Oregon speed limits are set based on the guidance that speed limits in speed zones within cities should be within 10 mph of the 85th percentile speed as determined by [The NTSB Safety Study SS-17/01](#), "Reducing Speeding-Related Crashes Involving Passenger Vehicles" concludes,

- "Speed increases the injury severity of a crash;"
- "...that unintended consequences of the reliance on using the 85th percentile speed for changing speed limits in speed zones include higher operating speeds and new, higher 85th percentile speeds in the speed zones, and an increase in operating speeds outside the speed zones;"
- "...that the safe system approach to setting speed limits in urban areas is an improvement over conventional approaches because it considers the vulnerability of all road users."

Presented by the Transportation Committee

Y. Third Party Building Inspection**Legislation:**

The League will clarify the ability for local government programs to have private party building officials and building inspectors provide services for local building inspection programs, including recognizing that privately employed specialized inspectors can to perform specialized inspections.

Background:

Beginning in 2017, the League has been working to defend local building inspection programs that contract with third-party companies to provide building official and inspectors to run the local program. However, the Oregon Building Codes Division (BCD) has stated that the Oregon Department of Justice (DOJ) [has informed BCD](#) that programs that are structured this way violate the constitutional prohibition on delegating government authority. The League has repeatedly asserted that we disagree with that legal assessment. There was a bill introduced in 2018, [HB 4086](#), that would have adopted new requirements for

local governments running programs. The League worked with other stakeholders to prevent passage of the bill, but we committed to working on a legally defensible solution that does not prevent these locally run programs from continuing.

After the session, the BCD determined that it would implement new rules for locally run inspection programs to meet the asserted legal opinion on delegation. On April 23, the BCD enacted emergency, temporary rules that added significant requirements for local building inspection programs. The new rules required local programs to designate a government employee as a city's building official. The rules also required the city to have a government-employed, certified electrical inspector. Both positions could be filled by hiring the person directly or by an agreement between municipalities to share the employee(s). The rules further stated that a shared employee could only service three jurisdictions.

In May, the Director of the Consumer and Business Services, who oversees the BCD, informed the League that the temporary rules were rescinded. The Department's decision to rescind the rules included a statement that they would seek a formal opinion from the DOJ to clarify the issue of delegation. However, the BCD did replace the rescinded rules with another temporary, emergency rule. This new rule was enacted on May 18 and states that a local government must appoint a government-employed building official.

In addition to the concerns about using third-party building officials, there is currently statutory prohibition on specialized inspectors that are employed in the private sector to complete specialized inspections. There are a limited number of these inspectors, and, without removal of this prohibition, larger scale projects will not be able to move forward because they cannot be inspected and permitted. This issue was the catalyst for the overall discussion related to third-party building officials, but is not related to the asserted legal claims.

There is a commitment to work on this issue in the 2019 session, but it remains an issue of high concern as it directly impacts the flexibility of local government choice on how to provide services at the local level. Using third-party providers allows smaller jurisdictions to have local, efficient programs that provide clarity for the local development community. It also allows a base of business for these companies, which also serve to provide over-flow capacity to programs that primarily staff these programs with government staff. Therefore, this issue is vital to the long-term success of locally run building inspection programs.

Presented by the Community Development Committee

Z. Tobacco Taxes Share Increase

Legislation:

The League proposes seeking a share of all state tobacco product tax revenues to assist with rising public safety costs and provide state shared revenue equity.

Background:

Only cigarette tax revenues are included in the state-shared revenue distribution to cities and those revenues are decreasing; cities receive about 2% of the cigarette tax revenues or \$3.6 million a year under the formula. Other tobacco (chew, snuff, cigars, pipe tobacco, etc.) is also taxed by the state and those revenues have been increasing (now over \$60 million a year), but those revenues are distributed only to the state. Cities are preempted from taxing cigarettes and other tobacco products. However, cities are often left to enforce tobacco laws and handle sales and use complaints. The League proposes that cities should receive a fair share of all the tobacco tax revenues. The League anticipates that excise tax increases to cigarettes and other tobacco products, and a new vaping tax will be a part of revenue package discussions in 2019, and the League sees this concept as an important leveraging tool.

Presented by the Finance and Tax Committee

AA. Waste Water Technical Assistance Program

Legislation:

The League will advocate for the creation of a circuit rider program, within the Department of Environmental Quality, to provide needed technical assistance for communities on water quality issues, including wastewater treatment and permit compliance options. Staffing for the circuit rider program would be provided through a third-party contract (or contracts). The League will work to identify funding resources to support this program, including a possible set aside of Oregon's federal Clean Water State Revolving funds.

Background:

As Clean Water Act requirements for public wastewater systems continue to evolve, with new and more stringent requirements being placed on a number of Oregon communities; cities have expressed concern over how best to comply with those requirements, especially with the limited technical and financial resources that many face. The League's Water & Wastewater Committee discussed the need for technical assistance for communities experiencing these challenges and looked to an existing program within the Oregon Health Authority's (OHA) Drinking Water Services division as a template for addressing this need. The OHA funds a circuit rider program through a third-party contract. The program is funded through federal Drinking Water State Revolving Loan Funds. The program is intended to help more communities be successful in complying with state and federal requirements. The services provided through the program are free for communities with populations of less than 10,000.

Presented by the Water/Wastewater Committee

BB. Wetland Development Permitting

Legislation:

The League shall work to establish legislative authority for the Department of State Lands to assume the federal program from the U.S. Army Corps of Engineers under section 404 of the Clean Water Act.

Background:

In many communities looking to develop in the wetlands creates regulatory uncertainty, particularly where development is occurring in previously un-identified wetlands, because there are two agencies that must provide permits, the Oregon Department of State Lands (DSL) and the U.S. Army Corps of Engineers (USACE). The state's process has set deadlines which provides certainty for developers. However, the USACE process is much less consistent or timely. This uncertainty increases risk related to development that can cause projects to stop before they start. In a time where cities are trying to encourage development to meet the housing shortages and economic development goals to support citizens, any increased barriers can impact success.

There is a process in place at the federal level that would allow for the state to assume the USACE permitting process increasing the efficiency and certainty in the process. The state has taken steps in the past to ensure alignment of the state program to the requirements for federal approval. However, there were concerns raised at the time that the process related to the Endangered Species Act and cultural resource protections. The DSL has continued to work on these conflicts and believes it is positioned to work with the federal government to assume the federal permitting process if so authorized by the state legislature. For further information, the DLS provided a presentation for the committee, available here.

Presented by the Community Development Committee

CC. Wood Smoke Reduction Program Support

Legislation: Support increased funding to support local wood smoke reduction programs and efforts. The League will advocate the need for an additional \$3-5 million, recognizing that any additional funding to assist communities is helpful.

Background: Woodstove smoke is one of the most significant sources of fine particulate and toxic air pollution in Oregon, often jeopardizing public health and putting communities at risk of violating federal air quality standards. Woodstove smoke is a problem for many Oregon communities that struggle with both the public health impacts and economic threat of being designated as nonattainment under the federal Clean Air Act. To address this challenge, local governments need access to funding for wood smoke reduction programs. Such programs have proven effective at reducing wood smoke in communities and include public education, enforcement, incentives for woodstove change-outs (to ductless heat pumps or certified stoves, weatherization assistance for low-income households and providing residents with dry, seasoned fire wood which burns cleaner. A 2016 taskforce report that was submitted to the Legislature indicated that there are approximately 150,000 uncertified stoves in the state, and that while Oregon has a long and successful history of replacing woodstoves in certain communities, money is sporadic and limited. The report went on to suggest that “an allocation in the range of \$3-5 million per biennium could target high-risk communities and would support a meaningful level of effort to replace old, dirty woodstoves.”

In 2017, the Legislature provided \$250,000 in funding for community wood smoke reduction programs. The need for local communities, including a number of small cities, is much greater.


Presented by the Energy & Environment Committee



CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: JULY 13, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: PROPOSED EXPANSION TO THE CLATSOP COUNTY ENTERPRISE ZONE BOUNDARY UPDATE

DISCUSSION/ANALYSIS

At the March 2018 City Council work session, Melanie Olson from Business Oregon, Kevin Leahy from Clatsop Economic Development Resources (CEDR), and Bob Dorn of Hyak Maritime met with Council to discuss a possible extension of the Clatsop County Enterprise Zone to include portions of Astoria. Information about Enterprise Zones was presented at the meeting and is further attached to this memorandum. Enterprise Zones are an economic development tool which provide incentives primarily for manufacturing businesses. An Enterprise Zone does not supersede a municipality's zoning codes.

At the end of the work session there was Council consensus that they wished to see North Tongue Point as well as other portions of the City included in an Enterprise Zone. While Enterprise Zones primarily provide an economic development incentives for manufacturing uses; hotels are also eligible. The Council stated they did not want hotels to be an eligible for incentives

Business Oregon, CEDR, Clatsop County and City staff subsequently conducted the required analysis to determine Enterprise Zone eligibility in the Astoria city limits and have conducted analysis as to where Enterprise Zone boundaries should be recommended. The various zoning districts were reviewed to determine where manufacturing (including cottage manufacturing) was permitted. Attached is a draft map for Council review.

The map is being presented to Council to determine if this is the boundary which they wish staff to bring forward in an implementing resolution. If there is concurrence, then it will be scheduled at a future meeting for consideration. Should City Council approve an implementing resolution, the expansion of the Clatsop County Enterprise Zone would also need to be approved by the Warrenton City Council, Port of Astoria Commission, and Clatsop County Commission. This is required as the three other entities were involved in creation of the existing Zone and any modifications must also approved by them. Melanie Olson from Business Oregon will be phoning in to the meeting should there be any technical questions on the matter.

RECOMMENDATION

It is recommended that Council review the proposed expansion to the Clatsop County Enterprise Zone and provide direction if there is concurrence with the proposed boundary.

By: 
Brett Estes, Astoria City Manager

Enterprise Zones

Enterprise zones were formed in 1986 to help foster employment opportunities and increase local competitiveness. These zones offer tax relief on new private capital in exchange for investing and hiring in the enterprise zone. Qualifying businesses receive exemption from local property taxes on new plant and equipment for three years (but up to five years) in the standard program.

Enterprise zones are sponsored by city, port, county, or tribal governments. In general, the sponsor must comprise all jurisdictions in which there lies some part of the zone. Sponsors have a number of duties and opportunities, but all such sponsoring governments must act jointly in conducting zone business.

Enterprise zones in Oregon come in many shapes, are often noncontiguous, and typically encompass all of the local land that an eligible business might use throughout the community.

There are currently 69 enterprise zones across Oregon: 54 rural and 15 urban. Local governments are responsible for creating, amending, managing, and renewing most of these zones, until June 30, 2025.

CEDR is Clatsop County's zone manager.

Business Eligibility

Eligible businesses include manufacturers, processors, shippers and a variety of operations that serve other organizations, as well as call centers and headquarter-type facilities. Hotel/resort businesses also are eligible in some of the enterprise zones, with local approval. Otherwise, retail, construction, health care, financial and certain other defined activities are ineligible.

Qualified Property

In Oregon, all non-vehicular, non-inventory business property is assessed for taxation. Total local levies average about 1.6 percent of assessed value.

New buildings/structures, structural modifications or additions, or newly installed machinery and equipment located in the zone qualify for the tax exemption. Only the increase in assessed value attributable to the additions or modifications is exempt in the case of a building or structure. The investment must be \$50,000 or more in total for all of the real property in any property schedule.

Land, non-inventory supplies, rolling stock, vehicles and motorized-driven vehicles, previously used property value and miscellaneous personal property do not qualify.

Criteria for Qualifying Projects

For the basic, three-year enterprise zone exemption period, the business needs to:

- increase full-time, permanent employment of the firm inside the enterprise zone by the greater of one new job or 10% (or less with special-case local sponsor waivers);
- generally have no concurrent job losses outside the zone boundary inside Oregon;
- maintain minimum employment level during the exemption period;
- enter into a first-source agreement with local job training providers.

For the four or five year exemption period, the business must satisfy the above criteria for the three-year period, and

- receive special local approval, and
 - the average of new employees' compensation (including benefits), needs to be at or above 130% or 150% of the county average wage as set at the time of authorization; and
 - wages must be equal to or greater than the current county average wage in that fourth/fifth year.

Employment to Qualify

Oregon's enterprise zones are intended to create new jobs, for which there are two basic requirements that an authorized business must satisfy to receive the standard exemption on property.

Increase by First Year of Initial Exemption (gateway requirement)

- Authorized business must increase its employment within the enterprise zone by the **greater of one person or 10%**.

Maintain Increased Employment Level

- For each assessment (calendar) year of the exemption period, the business' annual average employment must likewise be at least 110% of (and one job more than) the pre-application annual average.

- As reported at the start of each year—and after the last year—of exemption, total firm employment may not have fallen by 85%, or by 50% over two successive Exemption Claims, relative to the highest level of total employment on any previous claim form.

- Noncompliance with one or both of the above two requirements constitutes substantial curtailment.

Jobs That Are Counted

- Persons working full-time—employed more than 32 hours per week (not full-time equivalents or part-time employees).
- Permanent/year-round positions, and thus not anyone hired temporarily, seasonally, or solely to construct/install property.
- Employees working mostly (anywhere) inside the enterprise zone.
- Jobs that primarily perform or support eligible operations/activities.

- May include contract or leased employees.

Local Waiver of Employment Requirements

The governments that sponsor the enterprise zone may waive the required increase of employment inside the zone, as discussed above, by adopting resolution(s) that establish an alternative minimum employment level and possibly other conditions.

This must be done before authorization and satisfy either of two sets of circumstances:

1. If the total cost of investment in qualified property is \$25 million or more, the business' employment may even be permitted to decrease.
2. If all of the following are met:
 - Productivity at the facility increases by 10% within 18 months of starting exemption, according to measures described in the resolution.
 - Business dedicates an amount equal to 25% of its property tax savings to workforce training, including internal use up to \$3,500 per employee.
 - No net drop in the enterprise zone employment of the business.

Impacts of an enterprise zone

Combined with upgrading local capacity (e.g., infrastructure, industrial sites), an Oregon enterprise zone is meant to induce additional private-sector investment and jobs by signaling a receptive business climate, primarily through a significant but short-term infusion for the project's cash flow, in order to:

- encourage homegrown entrepreneurs and businesses to start up and grow
- prompt bigger re/investment than might otherwise occur
- accelerate investments and hiring compared to an ordinary rate
- expand employment (business must increase full-time, year-round jobs in the zone)
- help regions overcome economic dislocations and structural deficiencies
- retain and attract operations that would move or locate elsewhere
- buttress the early success of traded-sector business projects, and
- stimulate higher levels of employee compensation with the 5-year abatement.

Enterprise zone exemptions do not necessarily affect available resources for local public services, depending on statewide equalization of school funding and prevailing limitations on tax rates and levies that pertain to new industrial property in particular tax codes. Enterprise zone incentives can even enlarge the local tax base, which under the current property tax system would increase future revenues, due to the introduction of new property that is taxable for many years after the period of exemption.










Enterprise zone termination

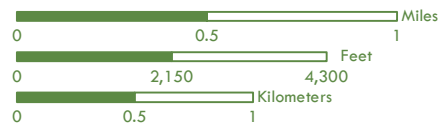
Ten to eleven years after designation, each enterprise zone terminates by operation of law (sunset). Boundary changes and other intervening events in no way affect these sunset provisions.

In addition, the zone sponsor may always adopt resolutions and submit them to the department requesting the director of Business Oregon to issue an order of termination. Such a request must pertain to the entire enterprise zone and include all of its sponsoring local governments. Similarly, the director of Business Oregon might order termination of an enterprise zone, because the sponsor is unable or unwilling to fulfill its duties. Termination under either of these circumstances precludes the community from having another enterprise zone for the next 10 years.

Finally, effective June 30, 2025, all non-tribal enterprise zones expire under current law, along with their ability to approve future tax incentives (programmatic sunset).

- ENTERPRISE ZONE -
Proposed
ASTORIA

-  Clatsop Enterprise Zone (2018)
-  Astoria EZ Proposed (2018)
-  Tax Lots
-  Clatsop County Road
-  Highway
-  Collector
-  Local
-  Airport
-  Railroad



DISCLAIMER: This data was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

MAP AUTHOR: Alejandro Bancke (GIS Specialist / Project Planner)
DATE SAVED: Tuesday, July 10, 2018

FILE LOCATION: W:\ALL\CLATSOP_ENTERPRISE_ZONE\EZ_2018_Astoria_et_al\COUNTY_CLATSOP_Map_Proposed_EZ_ASTORIA_2018.mxd

