



# **AGENDA**

## **ASTORIA CITY COUNCIL EXECUTIVE SESSION**

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**August 4, 2014**

**\*\*\* 6:45 p.m. \*\*\***

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

**1. EXECUTIVE SESSION**

- (a) ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents
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# **AGENDA**

## **ASTORIA CITY COUNCIL**

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**August 4, 2014**

**Immediately Follows Executive Session  
2<sup>nd</sup> 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 CALENDAR**

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

- (a) City Council Minutes of 7/7/14
- (b) Boards and Commissions Minutes
  - (1) Parks Board Meeting of 6/25/14
  - (2) Planning Commission Meeting of 5/27/14
  - (3) Planning Commission Meeting of 6/24/14
- (c) Parks and Recreation Department Status Report

**6. REGULAR AGENDA ITEMS**

- (a) Public Hearing for the Vacation of the 23<sup>rd</sup> and 26<sup>th</sup> Streets Rights-of-Way (Public Works)
- (b) Authorization for Healthy Eating Active Living (HEAL) Cities Small Grant Application to Develop and Implement a Policy Encouraging Local Farmers Markets and to Increase Food Access (Parks)
- (c) Authorization to Award Franklin Avenue Sewer Replacement Project (Public Works)
- (d) Astoria Senior Center Lease Amendment (Parks)
- (e) Resolution Transferring Appropriations to the Parks Operation Fund (Finance)
- (f) Consider Recommendations regarding Fire Engine and Ladder Truck Purchase (Finance)
- (g) Change First Meeting Date in September, 2014 (City Council)

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

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



CITY OF ASTORIA

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August 1, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: ASTORIA CITY COUNCIL MEETING OF AUGUST 4, 2014

**6:45 P.M. EXECUTIVE SESSION**

Item 1(a): **ORS 192.660(2)(a) – Employment of Public Officers, Employees and Agents**

The Astoria City Council will meet in Executive Session to discuss the employment of public officers, employees and agents.

**CITY COUNCIL MEETING**

**CONSENT CALENDAR**

Item 5(a): **City Council Minutes**

The minutes of the City Council meeting of July 7, 2014 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): **Boards and Commissions Minutes**

The minutes of the (1) Parks Board meeting of 6/25/14, (2) Planning Commission meeting of 5/27/14, and (3) Planning Commission meeting of 6/24/14 are attached. Unless there are any questions or comments regarding the contents of these minutes, they are presented for information only.

Item 5(c): **Parks and Recreation Department Project Status Report**

Enclosed is a status report regarding major Parks and Recreation Department projects. This report is provided for information only.

## **REGULAR AGENDA ITEMS**

**Item 6(a): Public Hearing for the Vacation of the 23<sup>rd</sup> and 26<sup>th</sup> Streets Rights-of-Way (1<sup>st</sup> reading) (Public Works)**

At their meeting of July 21, 2014, Council received a request from Columbia Memorial Hospital (CMH) for the vacation of 11,463 square feet of 23<sup>rd</sup> and 26<sup>th</sup> Streets rights-of-way adjacent to their property located at 2265 Exchange Street and acted to schedule a public hearing on August 4, 2014 to consider the matter. CMH would like to use the 23<sup>rd</sup> and 26<sup>th</sup> rights-of-way to construct a parking lot for the Hospital. City Staff has reviewed the application and is in support of the CMH's request, with the following conditions: The proposed vacation will need to include an easement/provision for existing City/Franchise utilities and future utilities. Due to the public benefit that will be provided by the vacation, an assessment does not appear to be applicable for this proposal. The applicant will be responsible for actual costs for processing the request. It is recommended that the City Council conduct the public hearing, and if deemed appropriate, conduct the first reading of the ordinance to vacate.

**Item 6(b): Authorization for Healthy Eating Active Living (HEAL) Cities Small Grant Application to Develop and Implement a Policy Encouraging Local Farmers Markets and to Increase Food Access (Parks)**

The HEAL Small Grant Program is part of the Heal Cities Campaign, a joint initiative of the League of Oregon Cities (LOC) and the Oregon Public Health Institute (OPHI) that helps civic leaders create healthy communities. The Campaign encourages cities to adopt policies that will, over time, expand the options for city residents, visitors, and employees to eat healthier food and/or be more physically active (HEAL policies). On July 21, 2014 the Astoria City Council adopted a resolution to become a HEAL City. The HEAL Cities Small Grants will offer implementation grants to up to six cities to implement HEAL policies.

The Parks and Recreation Department is requesting authorization to apply for a \$5,000 HEAL Cities Small Grant to develop and implement a policy encouraging and supporting our local farmers markets in providing accessible and fresh produce to the community. If received, the HEAL Cities Small Grant would provide marketing assistance for the SNAP match program, and to establish fun, hands on, educational curriculum for the existing youth market programs that expose children to a variety of locally grown fresh fruits and vegetables. It is suggested the Parks and Recreation Department provide an additional 50% in-kind match with staff time, in the amount of \$2,500. It is recommended that Council approve the application for the HEAL Cities Small Grant in the amount of \$5,000 to develop and implement a policy encouraging and supporting our local farmers markets in their mission to provide accessible fresh produce to the community.



**Item 6(c): Authorization to Award Franklin Avenue Sewer Replacement Project (Public Works)**

Public Works Operations staff has identified a severely deteriorated combined sewer pipe while performing video inspection work on Franklin Avenue between 26<sup>th</sup> Street and 27<sup>th</sup> Street. The 15" diameter clay pipe has collapsed in several locations, with significant cracking noted in many other areas. Additionally, a manhole on the alignment has settled substantially causing a reverse grade with resultant poor drainage. On May 5, 2014, City Council authorized staff to solicit bids for the project. The following competitive bids were received:

| <b>Contractor</b>            | <b>Total Bid</b>    |
|------------------------------|---------------------|
| <b>TFT Construction Inc.</b> | <b>\$182,475.45</b> |
| Big River Construction       | \$187,745.00        |

The Engineer's Estimate prepared for the project is \$120,000. Funding for the project will come from the Public Works Improvement Fund. Bids were significantly higher than anticipated due to the contractor's expectations of challenging soil conditions. City Attorney Blair Henningsgaard has reviewed the contract and approved as to form. It is recommended that City Council authorize award of a construction contract to TFT Construction Inc. in the amount of \$182,475.45 for the Franklin Ave. Sewer Replacement Project and approve the associated budget for contingency and construction support services.

**Item 6(d): Astoria Senior Center Lease Amendment (Parks)**

In December, 2013, the City Council entered into a Lease Agreement with the Astoria Senior Center to utilize space in the former Astoria Yacht Club building while the Astoria Senior Center's permanent location is undergoing renovations. At its July 7, 2014 meeting, Council voted to delay distribution of the bid request due to concerns that distribution during the summer could trigger increased construction costs. Completion of the Senior Center remodel is now expected to be completed in August 2015. The Parks and Recreation Department has also relocated the Astoria Recreation Center (ARC) to the former Astoria Yacht Club. The current Lease Agreement requires the Senior Center to be responsible for paying all of the electrical charges. Given that two-thirds of the location is being utilized by the Astoria Recreation Center, the Parks and Recreation Department would like to amend the current Lease Agreement to divide the facilities electrical costs and extend the lease to September 2015. This would require the Parks and Recreation Department to be responsible for two-thirds of all electricity costs, or the total monthly cost minus \$275.00, whichever is greater. The Senior Center is in agreement with this arrangement. It is recommended that Council approve the amended Lease Agreement with the Astoria Senior Center.

**Item 6(e): Resolution Transferring Appropriations to the Parks Operation Fund (Finance)**

As the fiscal year 2013-14 comes to an end Finance staff has reviewed the final numbers for the Parks Operation fund. Parks staff has made a good effort to keep expenses under control. Year-end review indicates that the Parks Fund received total resources of 1,618,846. Total expenditures were \$1,722,951. This leaves a remaining resource shortfall of \$104,105. Generally Accepted Accounting Principles (GAAP) requires that a given fund should not have a negative fund balance at year end. Finance staff is recommending an additional transfer not to exceed \$110,105 so that the fund balance of the Parks Fund will not be negative. It is recommended that Council consider the attached resolution for adoption.

**Item 6(f): Consider Recommendations regarding Fire Engine and Ladder Truck Purchase (Finance)**

Fire Chief Ted Ames presented at the April 21, 2014 City Council meeting, the need to replace two pieces of fire apparatus that ongoing repairs indicate have reached the end of their useful life. The first is the 1999 Fire/Pumper 2522. The recommended replacement is an Arrow XT PUC Pumper. The estimated cost is \$521,279. For purposes of discussion illustrative lease payments over seven (7) years on this amount would be approximately \$79,383 per year. Projections of revenue and expense for the 17<sup>th</sup> Street Dock Fund indicate that additional resources in this amount would be available over the foreseeable future and can be transferred to the Capital Improvement Fund. The second apparatus that needs replacement is the Quint Aerial Ladder Truck. The recommended replacement is an Arrow XT 105' Aerial Truck. The estimated cost is \$943,989. It has been suggested that a bond measure be placed on the ballot for this November in the amount of \$950,000. It is estimated that a property assessed at \$200,000 would have an increased property tax of \$35.00 per year as a result of this proposal. It is recommended that Council provide direction to initiate the procurement process for replacing the 1999 Fire / Pumper 2522 on a lease basis from the Pierce Corporation financed by transfers from the 17<sup>th</sup> Street Dock Fund. It is also recommended that Council provide direction to engage a consultant to assist with analyzing the financial aspects of a bond issue and with preparation of a ballot measure for Council's consideration with the intention of placing a measure on the November 4, 2014 ballot.

**Item 6(g): Change First Meeting Date in September, 2014 (City Council)**

Astoria City Hall will be closed on Monday, September 1, 2014, due to the Labor Day holiday; therefore, the first Council meeting in September will need to be changed. Past practice has been to hold the Council meeting on the following day, which in this case will be Tuesday, September 2, 2014.

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

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

Staff Present: City Manager Pro Tem Estes, Police Chief Curzon, Parks and Recreation Director Cosby, Financial Analyst Snyder, Fire Chief Ames, Planner Johnson, Library Director Tucker, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

#### REPORTS OF COUNCILORS:

**Item 3(a): Councilor Herzig** reported that the Thursday Market has become extremely crowded at the corner of 13<sup>th</sup> and Duane Street. He was told that the Market has asked the City if they could use a portion of 13<sup>th</sup> to set up booths, but the City denied the request. He asked City Manager Pro Tem Estes to reexamine the request to see if the Thursday Market could use a portion of 13<sup>th</sup> Street for booths. Parking beyond the two-hour limit is allowed, but the Market is very crowded. It would be great if they could move out into parts of 13<sup>th</sup> Street. One of the City's goals is to support the Market. City Manager Pro Tem Estes replied Staff would reexamine the request, adding he knew the Market made this request last year, but did not believe a request was made this year. He agreed to speak with Councilor Herzig after the meeting to get contact information for the Thursday Market.

Councilor Herzig reported he recently attended two emergency preparation sessions. One session was hosted by the County featuring Justin Ross from Oregon Health and Science University (OHSU), who gave a presentation on emergency planning for people with disabilities and caregivers. Astoria has a large population of seniors and disabled people in very vulnerable locations. He noted that Fire Chief Ames received stellar reports from Mr. Ross, who said Chief Ames was proactive and engaged in dealing with emergency preparedness, and from Clatsop Care Center, who said Chief Ames had taken all the shifts through the building to make sure they were fully cognizant of the challenges involved in evacuating a care center during an emergency. He thanked Chief Ames for being in the forefront of emergency preparedness. The second session, hosted by Congresswoman Bonamici, focused on tsunami awareness. Geologist Patrick Corcoran reported that the warning system is in place and must be maintained. The challenges are in community education and preparedness. A Camp Rilea representative had said they tried preparing staff for a big tsunami event and received a very poor response. They received a much better response when preparing staff for smaller scale events like power outages, flooding, and wind storms, which are easier to manage. People were more willing to take on the usual occurrences because they were not so overwhelming. This is a good psychological tactic as everyone needs to think more about emergency preparedness, but in ways that can be more easily grasped.

**Item 3(b): Councilor Mellin** reported that on June 19<sup>th</sup>, she attended a luncheon with 20 female leaders in Clatsop County, which was organized by Betsy Johnson and Kate Brown. During the luncheon, Lisa Tarabochia Clement gave Ms. Brown an earful about the fishing issues Astoria's has with the governor. Ms. Clement was very articulate and knowledgeable. As Secretary of State, the issue is not part of her purview, but it was still interesting to hear Ms. Clement's comments. On June 25<sup>th</sup>, she, Councilor LaMear, and Planner Johnson toured the proposed Coast Guard Housing site and were able to get a good look at the entire area. She felt satisfied that the creek will not be damaged, the wetlands will not be destroyed, and the project will be done very tastefully. She attended the Yacht Club's teen center opening on June 26<sup>th</sup>, adding the Parks Department has done a wonderful job in giving a home to the teens through a grant from the Ford Foundation.

**Item 3(c): Councilor Warr** No report.

**Item 3(d): Councilor LaMear** reported that she attended the opening of the Armory with the Roller Dolls. The event was a fun experience, but she wished the real names of the roller derby participants had been revealed. She appreciated Planner Johnson taking her and Councilor Mellin to see the new Coast Guard housing area. Reading the report, she was unable to figure out where the roads would be and it was helpful to visit the site. Planner Johnson had explained where the roads and the vacation of West Niagara would be. She



had never noticed there was a West Niagara in that area, but could see why it needed to be vacated. The street will be a dead end, but must be vacated in order to be built upon.

**Item 3(e): Mayor Van Dusen** thanked City Council and Staff for allowing him to be gone for most of June and absent for two City Council meetings. He reported that Astoria is the newest United States Coast Guard City in the United States, approved by Congress. The Coast Guard hosted a change of command and retirement ceremony at the air station where Captain Bruce Jones retired and was honored for his stellar career. He had not previously understood the depth of Captain Jones service or how successfully he led his team. He thanked Captain Jones, on behalf of the community, for his service in the United States Coast Guard as Sector Commander of Sector Columbia River, which is the entire Columbia River.

Former Captain Bruce Jones, 455 45<sup>th</sup> Street, Astoria, noted that over 500 active duty, 225 reservists, and about 800 auxiliary volunteers serve in Sector Columbia River.

Mayor Van Dusen said he had been to a number of changes of command and retirements, but Captain Jones' ceremony was the best. He asked Captain Jones what rank his son held. Captain Jones said his oldest son was a Lieutenant Junior Grade stationed at North Bend. His middle son was a Cadet at the Coast Guard Academy. His older son, Wes, spoke at the retirement ceremony. Mayor Van Dusen stated his son was a great speaker. He called for a round of applause for Captain Jones.

Captain Jones thanked City Council and Mayor Van Dusen. It was an honor to end his career spending the last three years in a wonderful community and Coast Guard City. The Coast Guard feels very welcomed and supported in Astoria and it is a great place to be stationed. He and his wife have decided to spend the rest of their lives in Astoria. He was happy to call Astoria his home, first as a Coast Guardsman and now as a civilian.

Mayor Van Dusen reported that Staff has requested the assistance of Albany City Manager Wes Hare in their search for a new City Manager. Mr. Hare has facilitated goal setting sessions for Astoria. He reviewed over 50 resumes at no charge to the City, so Staff will send him a thank you note. City Council also reviewed the resumes and chose four well-qualified finalists. Each finalist will be invited to attend a community meet and greet in Astoria on Wednesday, July 30, 2014. A location has not yet been determined. Everyone is invited to come meet the finalists. On Thursday, July 31<sup>st</sup>, three different panels will interview the finalists. One panel will be the five City Council members; one panel will be five community members, each appointed by a City Councilor; and one panel will be City Staff, appointed by City Manager Pro Tem Estes. The City has made it clear to the finalists that a decision would not be made at that time. He commended the community, Chief Curzon, and Chief Ames for how well the Fourth of July Celebration went. The fireworks were great and traffic moved well. He reported that this is the 30<sup>th</sup> year of Shanghaied in Astoria, the longest running melodrama in the United States. Opening night is Thursday, July 10<sup>th</sup>, and he hoped everyone would support the play.

#### **CHANGES TO AGENDA:**

City Manager Pro Tem Estes requested the addition of a presentation, Item 5(d): Property Sale Commissions.

#### **PRESENTATIONS:**

**Item 5(a): Update on Friends of the Astoria Column Activities and Memorandum of Understanding between the Friends and City of Astoria**

Mayor Van Dusen introduced Jordan Schnitzer, President of the Friends of the Astoria Column, noting he has been involved with the Friends since 1990.

Jordan Schnitzer, 1121 SW Salmon, Portland, introduced board members Gayle Timmerman, Hal Snow, Karen Whitman, Pam Lum, and Tiffany Estes, and staff members Sheri Mitchell, Jay Mitchell, Celeste Grannum, and Suzanne Ordan. He noted that Ms. Branum is part of his Portland staff and was involved with the CommuniCare Program. She liked Astoria so much that she asked to work on the Friends of the Astoria Column project. Ms. Ordan, who heads up marketing, is helping Ms. Estes with the website, which is now active. Angela Cosby is an ex-officio member. Until now, the best relationship that the Friends had with the Parks Department was when Fred Lindstrom was Director. Director Cosby has done a wonderful job, attends all of their meetings, and has excellent communication. Last year, the Friends were concerned about coordinating City events and Friends



events at the Column. The communication between Director Cosby and Sheri Mitchell has resulted in a wonderful working relationship. Last year, the Friends committed to giving City Council an annual report when they asked to take on some additional responsibilities at the Column. For 26 or 27 years, the Friends have served at the City's pleasure as unpaid volunteers. Anytime the City is unhappy with the Friends, all Staff has to do is call or send a letter and the Friends will be gone. The City continues to have full control and ownership of the site, which is a public asset of all the citizens and the community. The Friends have been honored to spend time working on the Column. When the Friends received the support of City Council to take over more of the grounds, increase operational activities at the site, and increase parking fees, it was a gutsy move for the Friends to take on the additional costs. The agreement has worked out wonderfully and has reenergized the Friends because they are now able to execute their ideas. He noted that the Column was in poor shape years ago, when he asked Edith Henningsgaard-Miller if she wanted any help cleaning up the area. Ms. Henningsgaard-Miller told him that City Council had been struggling with how to repair damage to the Column and would love the help, which began a wonderful journey. He added that City Attorney Henningsgaard's niece, Sally Catter, recently became engaged at the top of the Column.

Mr. Schnitzer described how the Friends was founded more than 26 years ago, noting the people who were involved. In the past, more than \$1 million was raised to repair the Column and another \$1.3 million was raised to redo the plaza. When the Column was being repaired, they discovered the below-ground platform did not comply with the current seismic codes; therefore, the entire Column was redone. When the staircase began to crack, the Friends raised \$600,000 to replace the stairs. This was the only time the Column was shut down.

Mayor Van Dusen explained that the top of the Column was removed, the old stairs were pulled out from the top, and the new stairs were installed in sections by dropping them in from the top.

Mr. Schnitzer displayed boards highlighting the Friends' activities over the last year. He noted that the words "taken over" have been used, but this seemed to imply the wrong idea. The Friends have just asked for permission to reduce the City's operational costs and for the Friends to assume more responsibility in maintaining the Column. He reviewed the Friends' activities as follows:

- Hired Staff – Caretakers and Executive Directors Sherry and Jay Mitchell live in the cottage on site.
- Cottage Improvements – About \$42,000 was spent making seismic and other improvements. The front door and lights will be replaced soon and planter boxes will be added, which will cost about \$12,000.
- Parking Revenues – The City's share of parking revenues two years ago was about \$25,000, but Staff was spending about \$15,000 to \$20,000 more than that on maintenance. Since the Friends have taken over the maintenance costs, the City is saving between \$50,000 and \$60,000. The Friends' goal is to maximize the revenue generated at the site, and then use that revenue for the site.
- Landscape and Maintenance – The City still sends sweepers to the Column, but the Friends take care of all of the landscaping and restrooms, and pays an outside contractor with a large mower to mow the big field.
  - Boxwood hedges around the parking lot were removed at the beginning of the season and the Friends did not get sod installed in time. The Friends will work with the City in the fall to try to get sprinklers installed so that lawn around the sidewalks will make the area look nice.
- Master Plan – The Friends spent \$26,000 on a master plan study, but a lot more work still needs to be done. The Friends committed to creating a master plan for the entire 26 or 30 acres that surround the entire Column area. The community needs a long-term master plan so everyone agrees on sightlines, flora, fauna, trails, and protection for the site for perpetuity.
  - Development of a master plan will be a two-year process that will include public input and the Parks Board. Before a master plan could be implemented, it would need to go through a public review process, be approved by the Parks Board, and then adopted by City Council.
- Website – The website has been launched and social media is being utilized. However, staff is still trying to figure out how to keep the social media sites updated daily.
- Events and Activities – More events and activities are being scheduled.

Sheri Mitchell, 2195 Coxcomb Drive, Astoria, explained the Friends want to host events at the Column that promote the community. On July 26, 2014, from 10:00 am to 3:00 pm, ten to twelve artists, authors, and vendors that are local or Oregonians will be at the Column to show off their books and art.

Councilor Herzig noted that the Astoria Open Studio Tour is scheduled for the same weekend, with 35 local artists opening their studios. The Column will be another location. If the Column is not getting many participants, it is because 35 local artists will be in their own studios that weekend. The tour will take place on Saturday and



Sunday from 10:00 am to 4:00 pm. He hoped to get information to Ms. Mitchell so that people who come to the Column can also come to the studio tour. Ms. Mitchell stated she would send Councilor Herzig the information via email and would share information about the tour on the Friends website. The event at the Column is the same day that the riverboat will be making drops every 15 minutes. The Friends tried a volunteer day on the first Saturday of each month where volunteers would clean up the Column. The event was not advertised well because the website was not up yet. The Friends will try this event again and promote it on their website. She has met many community members through the Moose Lodge and the Armory who have been willing to help anytime help is requested. Community involvement at the Column is slowly increasing and the Friends want to promote this because it is the community's Column. Her goal is to make sure everyone realizes that community involvement is necessary for this historical monument to survive.

Mr. Schnitzer added that the Friends purchased a new point of sale (POS) system with a software package that produces monthly reports. This allows them to track sales and inventory more efficiently. A lot of money was spent in 2013 building up the inventory so that the Friends would have enough items to sell. He explained that Ms. Mitchell went to shows to get advice and was mentored by the Maritime Museum. Ms. Mitchell said she had done marketing before, but in a grocery store, not in a retail setting. She went to Blue at the Maritime Museum and asked for ideas and advice. The Friends' store needed new life and some new merchandise that would promote the Column and Astoria. She learned which gift shows to attend and how to avoid overspending at the shows. She and Blue worked together to make sure the two shops did not carry the same items because they wanted to provide a good variety to the visitors. Each store wants to raise its own money for its own causes.

Mr. Schnitzer reported sales numbers have been phenomenal because of Ms. Mitchell's work. Revenue from sales was as follows: June 2010, \$36,000; June 2011, \$34,000; June 2012, \$34,000; June 2013, \$44,000; and June 2014, \$62,000. Ms. Mitchell added that sales this last Saturday, July 5<sup>th</sup> were \$4,275, which was the most the Column has made in one day. Mr. Schnitzer said the store is selling what people want. The merchandise promotes Astoria and the Column. The Friends spent \$500 on a tent that will be used first for the artists and authors event and then on weekends to sell more merchandise. He believed the Friends were just scratching the surface; being their first year, they are learning what sells and what does not. The Column now has guides that welcome guests and give details about the Column. These guides make all the difference because they facilitate the collection of money and generate a state of mind that the Column and the site is so wonderful.

Ms. Mitchell stated that in June 2013, annual parking pass fees were increased from \$1 to \$2. Silver Salmon sponsors the Friends by printing the passes, which include a coupon. Revenue from parking passes have increased as follows: June 2010, \$3,194; June 2011, \$3,137; June 2012, \$2,757; June 2013, \$4,685; and June 2014, \$14,735. The increase in parking revenue for June 2014 was due to the guides.

Mr. Schnitzer stated the parking revenue for 2013 was \$73,000. In 2014, \$104,000 in parking revenue is anticipated, but he believed it would be more. Supplies for the parking guides were \$6,000 and wages for parking guides were \$26,000. The Memorandum of Understanding proposes a set fee of \$35,000 to the City, which is up from \$10,000 and \$25,000 that the Friends used to give the City, resulting in a net of \$37,000 for the Friends, which is about a 50/50 split of net revenues between the City and the Friends after net costs. The previous agreement included a 75/25 split of gross revenues, so the Friends were losing money. By hiring guides, the Friends are putting money back into the community and getting more revenue from parking.

Mayor Van Dusen explained the flat fee came from Director Cosby, who wanted to know exactly how much money the Parks Department could depend on for budgeting purposes.

Mr. Schnitzer noted that the Friends began working on the Memorandum of Understanding in 2013, but the process slowed when Paul Benoit left. They have worked with City Attorney Henningsgaard, Director Cosby, and Staff and they believe the completed memorandum reflects all of the input received. The memorandum has been signed by the Friends and submitted to the City for review by the Parks Board. The memorandum will be updated with any suggestions made by the Parks Board. Once the Parks Board finds the memorandum acceptable, they will recommend approval by City Council. The memorandum states that the City continues to own the site. He did not want anyone to get the impression that the Friends are somehow taking over. The Friends are just trying to enhance the visitor experience, maintain the Column, and make Astoria proud of this majestic site.



Mayor Van Dusen added that the City's charter states how the committee is appointed. City government has full control over the Friends, just like the Parks Board and Planning Commission. The Friends of the Astoria Column is not a stand-alone committee, it is a City of Astoria committee appointed by the Council.

Mr. Schnitzer said the City maintains the ownership and liability, which needs to continue because the City serves as protector at the State Legislature. The City maintains the roads, infrastructure, and safety services and is responsible for lighting and the cost of utilities. The Friends operates the gift shop, the premises, maintains the restrooms, maintains the cottage, maintains the grounds, collects parking revenues, and employs staff. The Friends have just taken over the operational aspects to save the City money.

Councilor Mellin believed it was wonderful how the Column was being looked after, adding she enjoys the Column every day.

Councilor Herzig said he was grateful to the Parks Department and the Friends of the Astoria Column who allowed the Column to be lit teal for Sexual Assault Awareness Month. The Column was gorgeous and it is such a community asset. The community cannot thank the Friends enough for all they are doing for the City and its reputation around the world. He asked Mr. Schnitzer about the relocation of the communications tower.

Mr. Schnitzer explained that he was told not to give a status report on the communications tower. The Friends have funded almost \$55,000 employing outside consultants who are working with the City.

Mayor Van Dusen said Astoria desperately needs better communication coverage for police and fire services. Deputy Chief Johnson and Bob Johnson of the Fire Department had worked many hours to come up with a solution that put a cell tower equal in height to the Column very close to the Column. They presented this solution to City Council at a City Council meeting in 2013. He was prepared to approve this because he believed police and fire needed to be a first priority. However, Mr. Schnitzer opposed putting a cell tower next to the historic Astoria Column, stating there had to be a better way to take care of the police and fire departments while preserving the park and the Column. He asked Mr. Schnitzer to give an update of the situation.

Mr. Schnitzer noted that Mike Lindberg, who is on the board of the Friends, was a former City Councilor. The City employed David Olson for a number of years to head up the communications office. Mr. Lindberg and fellow board member Thane Tienison recommended the Friends speak with Mr. Olson. Mr. Olson has been fabulous to work with. Converge, a consulting team, has been hired to negotiate with Verizon on tower location and fee arrangements. Since the Friends have no authority in this area, they have been acting in a manner that would allow the City to dissolve the group at any time, creating a good cop/bad cop situation and the Friends have told Verizon what they cannot do to the site. Mr. Olson initially had an \$8,000 or \$9,000 contract, but has been donating all of his time since the contract has expired. The Friends hired engineers so that they had their own data showing cell tower coverage. The engineers presented this data to Verizon's engineers and suggested resolutions to the issue. Deputy Chief Johnson attended all of the meetings and has been working in partnership with the City. It took some time to get Verizon to realize they could not do whatever they wanted. The City has the authority to deny extended terms on the two years remaining on the contract that allows Verizon to have a tower in that location. Verizon cannot afford to lose the service they provide to this whole area. Ultimately, the City has the advantage. After the engineering was complete and many meetings took place, Verizon began to realize they could consider a few other locations that would actually provide better service than the existing tower. The Friends never lost sight of the fact that the City needed better communication for its emergency services. He believed Astoria should keep discussions about this issue to a minimum and allow Verizon to work through the solutions from their end. He hoped to receive some recommended solutions from Verizon in the next 90 days. He would like the City to get better coverage from a tower that is paid for by Verizon and for the existing tower to be removed. He wanted to see Verizon get a fabulous location that provided better service and allowed them to add more service. He also hoped that negotiations would result in Verizon contributing to the Friends to reimburse them for the money spent on this issue. The Friends are beginning to research ways to integrate cell phone applications that would give guests an oral history of the Column. They will try to increase weekend sales by selling merchandise out of the tent. The master plan suggests better restrooms and a covered picnic area be considered. Tiles are sinking into the sand and will need to be repaired. The Friends have allocated about \$50,000 for the initial phase of repairing the medallions. They estimate the total cost will be about \$600,000, so they have discussed starting a fundraising campaign in the fall.



Councilor Mellin said the restrooms at the Columns are the only restrooms in town that have not been vandalized. It is important to have caretakers at the Column. One morning, she saw a man at the Column with an aerial camera that was flying around the Column. The video showed damage on the medallions up close. The video has been published on the Parks Department's website. She has also been reading some great stories about the Column. Mr. Schnitzer noted that the stories are the reason the phone application would be a great investment.

Councilor Warr said has worked professionally with the Friends for over 20 years. It is astounding what the Friends have been able to accomplish for the community. He appreciated what the Friends have done and what they continue to do.

Councilor LaMear said she loves the Column and believes it is such a special place in Astoria. All of the Friends efforts have made the Column a top notch site.

Councilor Herzig suggested that the Friends develop an application showing people where the Column is because people are unable to find the Column with global positioning systems (GPS).

Director Cosby confirmed for Mayor Van Dusen that the Parks Board would review the Memorandum of Understanding at their July 2014 meeting.

Mayor Van Dusen explained that Astoria's Sister City relationship with Waldorf, Germany began right after World War II when Astoria's Mayor was Jewish, which was a historic event. Waldorf named one of their city streets after the Jewish Mayor, Harry Steinbach. This is the oldest Sister City relationship between World War II enemies. During the mid-1990s, when the Column was being restored, Germany awarded Friends of the Astoria Column President Jordan Schnitzer, who is Jewish, the Freedom Award, which is the highest award that Germany can give to a civilian. It is important this story is told and Mr. Schnitzer deserved this award.

Mr. Schnitzer said he had dinner in London with Lord Astor and his family, who talked about coming back to Astoria. They sent their best wishes to Mayor Van Dusen, the City Council, and the community.

#### **Item 5(b): Friends of the Astoria Armory Progress Report**

Sean Fitzpatrick, 1046 Grand Avenue, Astoria, stated the Friends of the Astoria Armory is a new group. He hoped that in 26 years he could present the mayor with a report of the many millions of dollars raised and many wonderful things done at the Astoria Armory. He thanked the Mayor and City Council for their efforts in allowing the Friends to get into the Armory. City Staff and many community members have also helped. Many people in the community have thanked the Friends for what they are doing. He reported on progress the Friends have made to date via PowerPoint with these comments:

- In May, a few weeks before receiving permission to enter the building, the Friends conducted a walkthrough with Chief Curzon, Chief Ames, Jack Applegate, and Tad Peterson, who represented the State Fire Marshall. The walkthrough generated a list of things that had to be completed before the opening. On June 6, 2014, at 6:00 pm, he was given the keys to the building. On June 8, 2014, at 10:00 am, people began roller skating in the building and a large group of volunteers were cleaning and painting.
- He showed before and after pictures of the interior of the building, describing the details of the clean-up and the improvements made. Approximately 50 people, most of whom were volunteers, worked on the building more than 20 days, putting in over 1,000 hours of time into the clean-up work. Most of the volunteers were people associated with the Friends of the Armory, the Shanghaied RollerDolls, and the Moose Lodge. The Walter E. Nelson Company, City Lumber, and Tony Bogh Electric donated several thousand dollars worth of materials, in addition to labor. He did not have time to list everyone who helped, but noted Greg Newenhoff, Bob Borke, and Robin Coustic, who were present virtually every waking hour over those 20 days. Rickenbach Construction and All Metals Fabrication gave a generous break on their costs and made the armory a top priority. Blocked doorways were unblocked and new doors were installed. This was costly, but the job was completed in a very short amount of time. The cost of opening the armory exceeded \$35,000, most of which was spent on the doors and metal staircase installed on the northeast side of the building. The Friends are still trying to figure out how to pay for this.
- On June 28, 2014, the armory event opened. The online tickets sold out at noon on Friday, June 27, but the Friends stopped selling tickets online at noon, so they would still have tickets to sell at the door on Saturday.



They began selling tickets at the door at 3:00 pm on Saturday and were sold out in five minutes. The line for tickets extended down the block. Between 200 and 250 people were turned away, but were invited to return for the community skate. There were 500 people in the building during the Roller Dolls event and it was great to have the bleachers packed. He showed pictures of the Roller Dolls during the event. At halftime, there was an indoor soccer demonstration, which received a great response. The soccer players loved the building because it was the perfect size for the sport and the spectators enjoyed the bird's eye view. Because the field is smaller than a regulation field, the spectators get to see more activity as the ball is not in the air as often. The players say indoor soccer requires more technique when playing in a small area. After halftime, the Shanghaied Roller Dolls went on to win their second event, due in large part to being motivated now that they have a home and this was their home game. After the bout, most of the audience left and many more people came to skate. It was emotionally gratifying to see individuals, couples, and parents with children out on the floor skating. The Friends believe the event was a success. They have held two open skate nights since that first event and an open house was on July 4, 2014 to allow people to see the building. Upcoming events include a free concert by the Columbia River Symphony on August 2, 2014, a dodge ball tournament, and another roller derby event in August. Once confirmed, the Friends will share more concert and event dates on their Facebook page. He was not able to mention many names or details, but wanted to make sure that everyone knew how much the Friends appreciated the community involvement. He thanked Director Cosby for donating the use of the Astoria Recreation Center's skates.

Bruce Jones, 455 45<sup>th</sup> Street, Astoria, said the number of volunteers in the community was amazing. Cleaning up the building in 20 days was phenomenal. He reiterated how much the Friends appreciated the support from the City, the Police and Fire Chiefs, and all of the others who helped the Friends get a permit to operate the facility at the end of June. Watching people line up to get tickets was exciting. Seeing the disappointment of those who did not get in was the best validation of all of their work. People wanted to be there and recognized that the Armory is a great venue for entertainment, sports, community events, and classes. The potential of the Armory is unlimited and it can be something that all of the citizens in Astoria and the greater area can take advantage of. He and Mr. Fitzpatrick would like to honor the heritage of the facility as an armory. It opened in 1942 as a place where service men and women from the National Guard, Navy, Coast Guard, and other military could go for entertainment and professional meetings. Given the large numbers of National Guardsmen, Coast Guardsmen in Oregon and in the Astoria area, as well as the CSO, the Friends are looking forward to reaching out to the veteran's organizations to bring veterans back to Astoria within the next year. He would like to invite veterans who served in Astoria during the war and later to come back to Astoria. The 75<sup>th</sup> anniversary of the armory will be in 2017 and there are many things the Friends can do to celebrate that.

Councilor Mellin said when she was young, her high school basketball team played at the armory. She saw the Harlem Globe Trotters at the armory in the mid-1950s. When she walked into the roller dolls event, the armory had the same feeling; her heart was pounding and there was excitement in the air. She thanked the Friends for hosting an incredible event.

Councilor Herzig thanked the Friends for their vision and leadership. Last year, City Council had a great deal of uncertainty about this project and someone had said they were making a terrible mistake. He believed this person has been proven wrong and was so glad that the armory is becoming a community center filled with history and culture.

Mr. Fitzpatrick said the last few days, the Friends were stressed out trying to get things ready. The alarm system had been dismantled a few days before the event. It should have taken two weeks to fix the alarm, but he was able to get it fixed in a much shorter time. He said Chief Ames was nice enough to offer his assistance after hours on Friday and came in Saturday morning on his own time to go through the alarm system with him. Had the alarm not worked properly, Chief Ames had volunteers ready to do a fire watch. He really appreciated Chief Ames working so closely with the Friends on the alarm issue.

Councilor LaMear said she did not have a clue what was going on during the roller derby, but she was caught up in the excitement. She had great fun.

Mayor Van Dusen displayed a print made by Noel Thomas which will be used as the poster for the Regatta. Copies of the print can be purchased for \$60.



#### **Item 5(c): Senior Center Project Update**

In April 2013, the City of Astoria received a \$1.5 million Community Development Block Grant (CDBG) to renovate the Astoria Senior Center. As described in the memo regarding this item, due to the requirements of the CDBG grant, the process took longer than expected. The City's Construction Manager Al Jacques and Project Architect Scott Edwards and Associates have expressed concerns with going out to bid this summer; therefore, it is recommended that the Senior Center Project not be put out to bid until December 2014. The Senior Center Board supports this suggestion. Mr. Jacques and Senior Center Executive Director Larry Miller will be in attendance at the July 7th meeting to further address this issue.

City Manager Pro Tem Estes briefly reviewed details of the Senior Center renovation contained in the Staff report. Waiting until December 2014 to put the Senior Center Project out to bid would result in a completion date of August 2015.

Al Jacques, 639 Harrison Avenue, Astoria, explained that if the project went out for bids in June 2014, bid coverage could be minimal because all of the general contractors and subcontractors, both here in the local area and in Portland, are extremely busy and would likely bid high. This is a concern because there are limited funds for this project. The other concern is that by the time the bid process is complete, a notice to proceed would be given to the contractor in September 2014. Serious issues on the exterior of the building need to be addressed, like a new roof, seismic upgrades to the roof structure, complete recoating of the exterior of the building, mitigation of water issue in the basement, and a new ramp. Starting the project in September is not ideal because the weather gets rainy in October. The contractor would have to spend a lot of money on weather protection and this project cannot afford the extra expense. In December 2014, the bidders will be looking for projects. The project could start in March or April 2015 and be completed in August 2015. This was the original schedule before delays from the environmental review survey.

City Manager Pro Tem Estes requested that City Council to make a motion to support delaying taking the project out to bid until December 2014.

Larry Miller, Chair, Senior Center Board, 1111 Exchange Street, Astoria, said Mr. Jacques and City Manager Pro Tem Estes met with the Astoria Senior Board in June and spent about an hour discussing the benefits of delaying the bid process. The Senior Center Board supports the decision to postpone taking bids until December 2014. The board is disappointed by the delays, but they want to get the best for their money. Therefore, they support the decision to delay taking bids.

Councilor Herzig believed it was incorrect to say the Senior Center Board recommended the delay; they accepted the recommendation of City Staff. City Staff recommended the delay to the Senior Center Board and the Senior Board accepted it because they knew it was the best choice. He attended the membership meeting where the same thing occurred. The membership accepted the recommendation because it was the only way forward. The Senior Center would not have made the recommendation on their own initiative. He stated for full disclosure that he is a member of the Senior Center. The Parks and Recreation Department is moving into the Yacht Club and the Senior Center, by displacement, will be losing revenue and membership for another year. He suggested that Parks and Recreation look into assuming the utilities for the entire operation until the Senior Center is able to move out. The Senior Center is currently paying their own utility bill, but when the building is shared, he was unsure how the use of utilities would be portioned out. The Senior Center will only lose more revenue and membership with this delay. He would vote in favor of the delay because it was the only way to move forward.

Councilor Mellin said the Senior Center seemed to comfortable where it is and could get used to waiting a little longer. She believed the Senior Center had plenty of room. Mr. Miller agreed there was enough room and the Senior Center was making it work. They are looking forward to what will happen in the new building, so they will be patient.

**City Council Action:** Motion by Councilor Mellin, seconded by Councilor Warr, to delay putting the Astoria Senior Center Renovation Project out to bid until December 2014. Motion passed unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin, and Mayor Van Dusen; Nays: None.



Mayor Van Dusen noted Mr. Jacques waited an hour and twenty minutes to make a five minute presentation, which likely saved hundreds of thousands of dollars. Mr. Jacques works with contractors and knows what the bid will be. Going out for bids when the contractors are not looking for work could really hurt the project. He complimented Mr. Jacques for taking five minutes to relay an important piece of information to help the City.

**Item 5(d): Property Sale Commissions**

This Item was added to the Agenda during Item 4: Changes to the Agenda.

Mayor Van Dusen explained that Shel Cantor, who was in the audience, had previously presented some questions about the sale of City owned properties. Mr. Cantor's questions would be addressed later in the meeting, if the following presentation did not answer all of his questions.

Director Cook stated the original contract stated a commission of six percent would be paid for real estate services. After the contract was signed and enforced, Area Properties requested in an email to Mike Morgan that a \$1,000 minimum commission be applied. Some of the properties were very small in size. These small properties would require the same amount of marketing, paperwork, and processing as larger parcels, but the purchase prices were very low. A six percent commission on these smaller properties would not cover Area Properties' expenses. This request for a \$1,000 minimum was not brought to senior management, but was implemented. Once the change in the contract was discovered, Staff discussed the validity of the request and how to contractually validate the commission charges in excess of six percent on some of the smaller properties. At the next City Council meeting, Staff will recommend a contract amendment authorizing the extra expenditures. All of the properties that have been sold to date, including some of the properties under the \$1,000 minimum, had an overall commission rate of 7.6 percent. Area Properties was the only real estate firm to respond to the City's initial Request for Proposals (RFPs) and they responded with a six percent commission. An independent realtor at Windemere advised the City that many real estate firms charge a 10 percent commission on land sales, but the average is currently seven to eight percent.

Mayor Van Dusen understood that only one real estate company put in a bid after City Council approved the goal to sell property. The bid was for a six percent commission. When Area Properties saw the smaller parcels on the list of properties for sale, the company contacted Mike Morgan to say they would charge a \$1,000 minimum. The contract did not reflect a \$1,000 minimum, only the six percent commission, which he learned from Mr. Cantor. If a property sold for \$4,000, the \$1,000 minimum would be a 25 percent increase. He understood that Staff believes this should have been included in the contract and will present a revised contract to reflect that the City will honor Mike Morgan's commitment of a \$1,000 minimum. Director Cook confirmed that Mayor Van Dusen's understanding of the situation was correct, but noted Staff would be presenting a contract amendment, not a revised contract.

**CONSENT CALENDAR:**

The following items were presented on the Consent Calendar:

- 6(a) City Council Minutes of 6/2/14
- 6(b) Boards and Commission Minutes
  - (1) Historic Landmarks Commission Meeting of 5/20/14
  - (2) Library Board Meeting of 5/27/14
  - (3) Planning Commission Meeting of 5/27/14
- 6(c) 2014-2015 Coastal Zone Management Planning Assistance Grant (Community Development)**
- 6(d) Resolution Designating Authorized Signers for the City of Astoria (City Manager)

Councilor Herzig requested Item 6(c): 2014-2015 Coastal Zone Management Planning Assistance Grant (Community Development) be removed for further discussion.

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



**Item 6(c): 2014-2015 Coastal Zone Management Planning Assistance Grant (Community Development)**

Councilor Herzig confirmed that Planner Johnson would be the designated coastal specialist required by the grant. He stated that local land use decisions have been on the front burner lately and the City certainly needs someone who is willing to be a coastal specialist for this grant. He thanked City Manager Pro Tem Estes for the clarification.

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

**REGULAR AGENDA ITEMS**

**Item 7(a): Consideration of Draft City Council Goals for Fiscal Year 2014-2015 (City Council)**

The City Council held a work session to set goals for Fiscal Year 2014-2015 on February 17, 2014. From that work session, a list of Council goals was drafted. The draft goals were discussed at the Council meetings of February 18, 2014, April 7, 2014, April 21, 2014, and May 5, 2014. In addition, an article reviewing the goals was published in the February 18, 2014 edition of *The Daily Astorian*. The final draft of the goals was posted on the City's website in advance of the May 5, 2014 Council meeting, and to date, no comments or suggestions for modifications or additions to the goals have been received from the public. It would be in order for the Council to consider adopting the draft list as the official City Council goals for Fiscal Year 2014-2015.

Councilor Herzig said that after adopting last year's goals, it seemed there was no way to revisit or amend the goals. Some of the goals were very problematic and he did not feel comfortable adopting this list of goals unless City Council can revisit any goal that may turn out to be problematic during implementation. He supported the goals, but wanted to ensure a means of revisiting goals before the fiscal year ends.

Councilor Warr asked how the goals would be revised.

Mayor Van Dusen believed the revision process would be the same as any other issue. A Councilor could add discussion of a goal to the agenda, and then City Council could vote to modify or remove the goal.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Mellin, to adopt the draft list as the official City Council goals for Fiscal Year 2014-2015 with the proviso that City Council be allowed revisit and amend any of the goals at any time. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

**Item 7(b): Ordinance Adopting Building Code Operational Plan (2<sup>nd</sup> Reading and Adoption) (Community Development)**

On March 24, 2014, the City Council adopted revised Building Inspection Program fees for the City of Astoria. The new fees were effective May 1, 2014. Oregon Administrative Rules require that municipalities update their Operational Plans following adoption of a new building inspection program fee schedule. The Operational Plan for the Building Inspection Division is required by the State Building Codes Agency to address the day-to-day operations of the building inspection program. The attached draft Operation Plan reflects the program as it is currently conducted with recent updates in items such as hours of operation, reference to the City web site, etc. At its meeting on June 16, 2014, the City Council conducted a first reading of the ordinance. It is recommended that the City Council conduct a second reading and adopt the proposed ordinance for the Operational Plan.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor Mellin to conduct a second reading of the proposed ordinance for the Operational Plan. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Director Cosby conducted the second reading of the proposed ordinance for the Operational Plan.



**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor LaMear to adopt the proposed ordinance for the Operational Plan. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

**Item 7(c): Public Hearing for the Sale of City Property Located in the 900 Block of 36<sup>th</sup> Street (Public Works)**

A sales offer for a parcel of City owned property located in the 900 Block of 36<sup>th</sup> Street has been received from Brian K. Woolsey and Donna L. Tavares who own property at 3609 Irving Avenue and Bernard Wood at 3629 Irving. The offer for the property is \$2000 each from Woolsey/Tavares and Wood. The original asking price was \$4000 for the entire parcel. The lot consists of a 50 foot by 200 foot parcel that extends east-west behind four residences that front on Irving Street. The owners of two properties, Woolsey/Tavares (tax lot 8300) and Mr. Wood (whose property is located east of the Woolsey/Tavares property, tax lot 8400) have their only vehicular access across the City lot. The two owners of tax lots 8500 and 8600 have access from Irving Street. Under the proposed sales agreement, the City would sell separate 50' x 50' parcels to Woolsey/Tavares and to Mr. Wood. A lot line adjustment would be done so that these parcels would be added to the respective lots. A survey is being done to identify the new lots and the easement across tax lot 8300 to tax lot 8400. The City would continue to own the remaining 50' x 100' lot behind tax lots 8500 and 8600. The property owners of tax lots 8500 and 8600 expressed no interest in owning the lot or a portion of the lot at this time. At their June 16, 2014 meeting, the City Council acted to schedule a public hearing on the proposed sale for the next Council meeting on July 7, 2014. It is recommended that the City Council conduct the public hearing and if deemed appropriate, approve the sale of City property located in the 900 Block of 36<sup>th</sup> Street.

Mayor Van Dusen asked if it was acceptable for the City to change the terms of the sale after the public hearing had been advertised. He was concerned that people saw the advertisement and had a perception of what would happen, but now the price is half of what it was. City Attorney Henningsgaard replied the City is only required to advertise its intention to sell a piece of property and allow the public to speak. It is City Council's decision what part of the property to sell and what price to sell the property for.

City Council consented that the public hearing should be opened. Mayor Van Dusen called for questions or comments from Councilors.

Councilor Herzig asked if Mr. Woolsey would have been charged surveying costs, had he purchased the entire parcel. City Manager Pro Tem Estes answered no, because no survey would have been required.

Councilor Herzig said the potential buyers are bearing the costs of surveying because the City chose to sell the parcel as one lot. The buyers would not have had to bear these costs if the City had sold the parcel as individual lots. City Manager Pro Tem Estes confirmed the City could not have sold the parcel for four individual lots without a survey.

Councilor Herzig reiterated that if the City had decided to sell four individual lots, the City would have done the survey. City Manager Pro Tem Estes replied that City Council would have needed to make that determination.

Mayor Van Dusen opened the public hearing at 8:42 pm and called for anyone wanting to speak about the sale of property located in the 900 Block of 36<sup>th</sup> Street to come forward.

George McCartin, 490 Franklin Avenue, Astoria, said he hoped the City had reached the end of a poorly executed plan. This last property sale is the perfect book end for all of the sales because it demonstrates once again the disregard for the fiduciary duties to the people of this city. These sales began with the sale of the only property with a house on it, located in Councilor Herzig's neighborhood. The City bought the property for \$125,000 and sold it for \$50,000. According to Zillow, similar properties in that area were selling at that time for between \$85,000 and \$150,000. Bargain sales of the people's properties continued thereafter. Some citizens organized themselves and questioned the entire project, demanding full disclosure of the transactions, maps and charts that had not been provided in the beginning. People asked to be better informed through the distribution of information outside of the internet. Information was made available at the library and a notice was included in water bills. People also demanded a town meeting. Little by little, the group opposing the sales grew larger and expressed their opposition to the program. It became clear that with one exception, City Council was hell-bent on continuing the sales. A number of citizens asked for assurance that purchasers of the empty lots would not be



allowed to sell them for development. Apparently, this was not considered feasible. Ironically, on the evening he suggested restrictive covenants be added to the deeds, buyers of the property that was sold that night said the covenants were a good idea. The buyers indicated they would have agreed to a restrictive covenant to preserve the property from development in perpetuity. As opposition grew, City Council did nothing but dismiss efforts. One Council member had stated he/she just did not understand. Mayor Van Dusen had said there would always be a small number of people who opposed whatever City Council did. The current property being considered for sale is a bit more complex than any of the others. It would be beneficial to view the property when making a decision. He asked if any of the Councilors visited the property. He presented photographs of 3629 and 3609 Irving Street to Mayor Van Dusen and gave a detailed description of each picture. The carport at 3609 Irving did not match the color or architecture of the house. There is also a garage that had been added on to the house. Without a survey, he had to assume that both structures were already at least partially on privately owned property. He was surprised, but not shocked, that the City has now accepted less than their asking price. The property owners essentially took the city owned property and have been using it for garages and driveways. He did not know how long this had been going on. Opposing this sale so late in the process and requiring the adjacent property owners to move their structures would allow the City to sell the property to someone who may want to build on it. The property has some nice views. Legally, the adjacent property owners have taken adverse possession, but would have to pay a lawyer to succeed with their adverse possession. This would cost more than what the City is accepting for the property. The City could at least make the buyers pay for the easement and adverse possession. He recommended an chronological accounting of the sales be made that included the asking price, sale price, commissions paid, hours of Staff time, and consultant's costs. The chart could be posted on City Council's webpage, sent via email to people who receive the Agenda, made available at the library, and referenced in the water bill. He thanked City Council for allowing him to repeatedly harass them.

Bernard Wood, 3629 Irving Avenue, Astoria, said his garage is not on City property, it is on his own land. The carport next door was put up by Linda Dygert, two owners ago, and is on private property now owned by Brian Woolsey. Neither structure sits on City property. On Friday, June 27, 2014, he received the letter announcing the public hearing, which included the initial bid by Mr. Woolsey to purchase the four lots. When he called Planner Johnson, people in the planning office were not aware of what the letter said. He felt embarrassed for those who were not in the loop. This past weekend, he discovered that the City website indicated he had made a bid for \$2000 for land he believed was valued at \$1000. However, he had made no such bid. Prior to the meeting, Director Cook updated him. No one seems to know the exact boundaries of the land behind his house and garage. One of the reasons he wanted to buy the land was because he had been using land that he does not own. Outside of the wire fence around his backyard, he has been mowing and cutting the blackberries back on the City's property for 10 years. Until the City installed a new drain basin last year, he had been putting down crushed rock, which he paid for. When the rock was delivered, it was left in a big pile behind his garage. He distributed the rock from the back of his garage down to Irving Avenue with a wheelbarrow and a shovel. He was not crazy about spending money he does not have to purchase this property, but it is the right thing to do. His late wife wanted him to purchase the property and he wants to honor her memory by buying it. He wants to cooperate with Mr. Woolsey, who is a fine neighbor. He wants to feel certain that when he backs his car out of his garage on his land, he is still on his own property. He would like to get the process over with.

Brian Woolsey, 3609 Irving Avenue, Astoria, stated his garage was permitted and built two owners before he purchased his house. He intended to paint the entire house next spring to make the property cohesive. He has not encroached on City property at all. His wife attempted to speak with Mr. McCartin earlier that day to discuss some of his concerns. However, Mr. McCartin ignored his wife when he was taking photographs of their property. It irritated him a little bit to have someone snooping around taking pictures. He wanted to clean up the property that is for sale. Selling the property will be better for the City because it will result in increased taxes.

Donna Tavares, 3609 Irving Avenue, Astoria, said the land adjacent to her property is not useful land and cannot be built on because it is used for water drainage. She just wants to take care of the land.

Doris Queener, 4940 Cedar Street, # 2A, Astoria, said this is something the City has set up and is trying to wind down. The City has said it would sell two pieces of property for \$1000 a piece. She wanted to know if the realty company would also receive \$1000 for each piece of property. City Manager Pro Tem Estes explained that the commission would be a total of \$1000 for the entire property sale, \$500 for each piece. He confirmed for Ms. Queener that the City would be selling the property for \$2000 and paying a \$1000 commission. Ms. Queener said the commission sounded a little bit high.



Chris Farrar, 3023 Harrison Avenue, Astoria, questioned how many square feet the lot was. The City is essentially getting \$1000 from this sale. He wondered if any of the Councilors were proud of the sale, noting that some of the Councilors were business people. This is ridiculous and this is why the property sale scheme is foolhardy and embarrassing for the City. He supported giving the adjacent property owners access to their properties. People in similar situations should be able to come forward to present ideas to City Council to allow proper access to their property. The potential buyers are a bit inflated by suggesting that they have been cutting blackberries and putting gravel down because everyone does that kind of work. You have to mow your property. No one has done a survey, so claiming that none of the buildings are on City property is really unknown until a survey has been done. However, he still supported the adjacent property owners purchasing the property. He urged City Council to think about the value of the property and the best way to use the property. Sometimes the best use of a property is to allow access through it, but do not involved Area Properties and pay them \$1000. Just give the adjacent property owners the property because this is more fair and will take less time. The adjacent property owners need access to their properties and he supports giving them a small strip of City land for free without paying a realty company any more money.

Jack Waterfield, 3586 Irving Avenue, Astoria, said the property for sale is delicate and should not be sold to be developed as residential property. He has heard comments supporting and opposing the sale. He supported the sale, regardless of the amount, but the property should not be allowed to have a house built on it. The property is a slide area anyway and should not be an individual lot sold for a house.

Mayor Van Dusen closed the public hearing at 9:06 pm and called for Council discussion and deliberation.

Councilor Herzig said the City reduced the price of a property previously sold to Mr. Cahill because Mr. Cahill had put money into the property prior to purchasing it. He believed Mr. Woolsey, Ms. Tavares, and Mr. Wood have maintained this property and purchased gravel, among other things. This sale is a nightmare as it has been ongoing for about 10 months. Mr. Wood was one of the first people to bring this issue to the City's attention when the first letters were sent out. He would like to see this resolved, but did not want to see it resolved at the buyers' expense for the City's lack of preparation and foresight. It is a shame to make the buyers pay for the survey. The buyers were just informed of this proposal in the last 24 hours. This is not the way the City should do business with its citizens. He confirmed that he was in favor of the sale.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Warr to approve the sale of City property located in the 900 Block of 36<sup>th</sup> Street to Brian K. Woolsey, Donna L. Tavares, and Bernard Wood for \$2000.

Councilor Herzig stated the price has not been settled yet, asking if it was \$2000 per lot or \$1000 per lot plus survey costs. The City does not have a clear figure on the survey costs and he did not believe a survey would cost \$2000 total. He was not happy with the pricing and did not believe the City could sell the property until it has been determined who would pay for the survey and exactly how much the survey would cost. City Manager Pro Tem Estes clarified that the proposed price is a total of \$2000, \$1000 for Woolsey/Tavares and \$1000 for Mr. Wood. Staff has proposed that the buyers would pay for the survey.

Councilor Warr confirmed he understood the proposal correctly when he seconded the motion.

Motion carried 4 to 1. Ayes: Councilors LaMear, Warr, Mellin and Mayor Van Dusen; Nays: Councilor Herzig.

**Item 7(d): CSO Program Hydraulic/Hydrologic Modeling Support Services – Approve IFA Grant (Public Works)**

An essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. These services have been provided by HOR for the past two years and are estimated to cost \$220,000 for the next two years. The annual contract renewal with HOR is included in the current Council packet as a separate agenda item. The Oregon Infrastructure Finance Authority (IFA) has awarded the City a \$20,000 technical assistance grant to cover a portion of the cost for these services. The CSO Fund will be utilized to pay the balance. City Attorney Henningsgaard has reviewed the contract and approved as to form. It is recommended that Council authorize the IFA Financing Contract for a technical assistance grant in the amount of \$20,000 for the CSO Program Hydraulic/Hydrologic Modeling Support Services.



Director Cook noted that Councilor Warr had left the room.

Mayor Van Dusen called for a five minute recess at 9:10 pm and reconvened the Council meeting reconvened at 9:20 pm.

**City Council Action:** Motion made by Councilor LaMear, seconded by Councilor Herzig to authorize the IFA Financing Contract for a technical assistance grant in the amount of \$20,000 for the CSO Program Hydraulic/Hydrologic Modeling Support Services. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

**Item 7(e): CSO Program Hydraulic/Hydrologic Modeling Support – Contract for Professional Services (Public Works)**

As stated in the prior agenda item, an essential tool for the success of the combined sewer overflow (CSO) program is the computerized hydrologic and hydraulic model that is used to delineate and scope each CSO project. Ongoing maintenance and calibration must be performed on the model so that it closely replicates actual conditions in the field and gives the City the most accurate data for the design of future CSO projects. This work is accomplished by a specialized CSO modeling engineer. In April 2012, Council authorized a contract for CSO Modeling Support Services to HOR with the option of annual renewal to perform the work. This contract was then renewed in June 2013. During the past year, HOR has provided a scope of work and estimated budget of \$110,614 for July 2014 through July 2015. The scope of services includes continued model updates, further development of Phase 4 preliminary project scopes, processing data, and monthly reporting for DEQ requirements. Staff has reviewed the scope and fee and has found the proposal to be appropriate and reasonable. Funds for this work are available through the CSO Fund and from a \$20,000 technical grant from the Infrastructure Finance Authority. It is recommended that City Council renew the contract for CSO Modeling Support Services with HOR for a total not to exceed \$110,614.

**City Council Action:** Motion made by Councilor Mellin, seconded by Councilor Warr to renew the contract for CSO Modeling Support Services with HOR for a total not to exceed \$110,614. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

Mayor Van Dusen requested an update on the success of the CSO project to date.

Cindy Moore, City Support Engineer, explained that when a project is complete and the City is satisfying its criteria to Department of Environmental Quality (DEQ), monitors are installed at each outfall location. Reports are sent to DEQ monthly. Although a few tweaks are being worked out, the City has been successful at controlling the outfalls.

Mayor Van Dusen noted that the citizens are paying so much on their water bills and the streets are being dug up. Everyone understands the big picture and does not want raw sewage going into the river, but he believed the citizens would like to see more data showing how well the system is working.

Ms. Moore said Staff would plan to provide a more elaborate update.

**Item 7(f): Preauthorization for Purchase of Front End Loader (Public Works)**

The Public Works Department currently uses a 1982 Clark Michigan front end loader, which is primarily used to load dump trucks with gravel and other backfill material and to move large amounts of material. Clark Michigan has not been in business for 20 years and parts have to be made or retrofitted from some other piece of equipment. The loader has had over 5,600 hours of use and will need approximately \$18,000 worth of repair work to make it safe and usable. The estimated re-sale value of this loader is \$5,000. There are two venues to purchase used front end loaders; either public auction or equipment dealers. If staff uses the public auction method, they will need a purchase order in hand at the time of auction. If a loader is found through an equipment dealer, it may be difficult for the dealer to hold the loader until the purchase is authorized; therefore, staff is proposing preauthorization for purchase of a front end loader. Once a loader has been purchased, staff will report back to Council with the specifications of the equipment, as well as the price paid. It is recommended that



Council approve the preauthorization for purchase of a used front end loader for a price not to exceed the budgeted amount of \$115,000 in the Public Works Improvement Fund.

City Manager Pro Tem Estes confirmed for Mayor Van Dusen that this purchase was approved during the budget process.

Councilor Mellin asked why Staff planned to buy a used loader rather than a new one and wanted to know what the difference in price would be. Director Cook said many contractors will use equipment for a specific project, and then the equipment becomes excess. Therefore, used heavy machinery is of good value. If City Council approves this request, Staff would document where they shopped, the range of equipment available, and how they made the decision to purchase a specific loader. A brand new loader would cost between \$150,000 and \$160,000. Staff is considering a loader that is two or three years old.

Councilor Herzig asked if this purchase would reduce the funds available for the purchase of a fire engine, which the City needs. Director Cook explained that the two purchases would be made from different funds. The General Fund is separate from the Enterprise Fund of Public Works.

Mayor Van Dusen added that purchasing used equipment is a good move for the City because Public Works Staff in the shops maintain the vehicles very well. For some municipalities, it would not be a good idea to buy used equipment, but he has great confidence in Public Works Staff. Director Cook thanked Mayor Van Dusen for recognizing this. The City has extremely talented mechanics that do more than just repair work; they also do fabrication of all kinds of specialized parts and equipment that make the sewer and water system run. Staff is definitely an asset. Mayor Van Dusen said the City has a dump truck for the slow sand filter. The dump truck was modified with large tires. Other municipalities have copied this work by Astoria's Staff.

**City Council Action:** Motion made by Councilor Warr, seconded by Councilor LaMear to approve the preauthorization for purchase of a used front end loader for a price not to exceed the budgeted amount of \$115,000 in the Public Works Improvement Fund. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

**Item 7(g): 11<sup>th</sup> Street CSO Separation Project – Authorize Pay Adjustment No. 7 (Public Works)**

The 11th Street Combined Sewer Overflow (CSO) Separation project primarily consisted of installing over 10,000 linear feet of new storm water pipe. In certain instances, existing water and sanitary sewer pipes were replaced where construction of the new storm pipe compromised the integrity of the existing infrastructure. Due to the extent of utility replacement work along 8th Street, the entire roadway from Commercial to Niagara, was rebuilt from curb to curb and most of the sidewalk was replaced. Pay adjustment No. 7, which is expected to be the final pay adjustment for this project is \$60,898.41, and includes a variety of changes that are itemized below:

|                                                                                 |              |
|---------------------------------------------------------------------------------|--------------|
| A. Inside drop manholes                                                         | \$2,123.42   |
| B. Asphalt curbing - miscellaneous locations                                    | \$684.75     |
| C. ADA ramp retaining wall at 8th St and Lexington                              | \$2,214.90   |
| D. Additional permanent erosion control and handrail on 9th St                  | \$4,231.55   |
| E. Additional concrete-related work - miscellaneous locations                   | \$28,000.00  |
| F. 8th St and Franklin intersection reconstruction                              | \$15,000.00  |
| G. Asphalt embankment stabilization on 8th St - Franklin to Grand               | \$2, 117.50  |
| H. Asphalt grinding for drainage - miscellaneous locations                      | \$2,936.56   |
| I. Outside drop manholes                                                        | \$1,061.71   |
| J. Credit for missing locate wire                                               | (\$1,000.00) |
| K. Damaged sewer lateral repair at 11th St and Exchange manhole                 | \$8,496.31   |
| L. Additional concrete-related work – 12th St/Jerome and 8th St                 | \$2,455.87   |
| M. Credit for City-contracted landscaping                                       | (\$3,550.40) |
| N. Credit for City-contracted plumber at 838 Grand (sewer lateral installation) | (\$4,473.76) |
| O. Driveway repair at 10th St and Irving                                        | \$600.00     |



Staff recommended, and Council approved, a 15% contingency on this project due to the scope, scale, and potential for encountering unknown conditions during construction. The construction contingency of 15% totals \$857,577. The amount of the change orders to date is \$654,394.11, which is 11.5% of the contingency budget. Tapani crews have been working on final punch list items since substantial completion of construction in December 2013. This work could continue for the next few months. It is recommended that the City Council authorize this pay adjustment for the 11<sup>th</sup> Street CSO Separation project for \$60,898.41. Funds are available for this project through IFA funding.

Mayor Van Dusen asked for an update on the situation with Century Link. Director Cook said the City has informed Century Link of its claim and City Attorney Henningsgaard has been in contact with their legal department. City Attorney Henningsgaard said he just received a letter earlier that day from Century Link's attorney that says the City is wrong and claims the City caused Century Link more damage to them than they caused the City. He forwarded the letter to Ms. Moore who has not yet had the chance to read it. The letter was very fact specific and he did not know much about the engineering.

Director Cook confirmed for Mayor Van Dusen that the contingency would cover the costs if Astoria loses its argument with Century Link. If the City receives a settlement from Century Link, Staff and City Council would need to discuss what to do with the money, which could be used to pay on the loan.

Mayor Van Dusen explained that the City warned Century Link that the City planned to do this work. Century Link did not get out of the City's way, which delayed the project for two weeks and was very expensive. The City is trying to get Century Link to pay the extra costs of the delay.

Councilor Herzig said some residents in the area had landscaping and yards disrupted. They are still waiting for a full restoration. He asked if approval of the pay adjustment would affect restitution for those residents. Ms. Moore said Staff is working with several residents who had issues with the construction. This pay adjustment would not affect resolution of those issues. Most of the work is included in this pay adjustment and Staff expects this to be the final change order.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Mellin to authorize Pay Adjustment No. 7 for the 11th Street CSO Separation project for \$60,898.41. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

#### **NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS**

Mayor Van Dusen responded to Mr. McCartin's earlier comment about the sale of the property with a house. He explained the City purchased the property for \$125,000 and sold it for \$50,000 because CSO work flooded the house with sewage. The value of the house decreased, so the City paid the owners the value of the house before the accident occurred. The City sold the house for as much as it could get. Director Cook clarified that the house was not flooded with raw sewage. The way the basement water drained to the creek had been altered. The creek bed was raised and water flowed back into the basement.

Mayor Van Dusen appreciated that Mr. Cantor had presented his questions in advance of the meeting, enabling the Council to be prepared.

Shel Cantor, 1189 Jerome, Astoria, said several of the questions he prepared had been addressed, but a couple were still left and he wanted to respond to what has heard. He noted that final closing statements for the first seven city owned properties sold as part of the sales program were obtained via a public records request by Astoria resident Leon Jackson. How can the public access the final closing statements for the rest of the properties sold in this program? City Manager Pro Tem Estes replied that anyone can contact Cindy Maynard in the Public Works Department at City Hall by calling 503-338-5177 and request the documents, which could be picked up at a later time.

City Council agreed that no fee should be charged for requests of documents related to these sales.

Mr. Cantor asked how long it would be before all properties closed, so he could avoid multiple requests. Director Cook believed the properties discussed at this meeting would close in about two weeks.



Mr. Cantor confirmed that the six percent with a \$1000 minimum commission schedule had been applied to all of the properties sold through this program to date. He understood that a 50 percent commission would be paid on the property sold at this meeting. The selling price is \$2000 and a commission of \$1000 would be paid. Director Cook clarified the commission would be \$500 for each buyer.

Mr. Cantor understood that Ms. Duey approached Mr. Morgan to say that six percent was too low and she requested a \$1000 minimum. This has not been a normal real estate selling endeavor in several ways. Normally, a real estate selling agent would invest the time and effort to make a sales pitch to each prospective seller for each property with no guarantee of landing the client. In this case, there was only one client, Astoria's City Council, for 37 some odd properties, and once the initial contract was signed back in August 2013, there were no other agents competing to sell the properties. Normally, a real estate selling agent would invest the time and effort to present convincing documentation to justify what the asking price should be. In this case, as he explained in detail at the end of the City Council meeting on May 5, 2014, the cryptic letter from Area Properties with its table of numbers did not meet that standard. Normally, a selling agent would advertise the property at the agent's own expense to find prospective buyers. In this case, that was not needed. Merely mailing letters to adjoining neighbors of the properties hardly compares to the cost of advertising. The letters were so confusing that they engendered a storm of upset residents at the subsequent City Council meeting. Normally, a selling agent would invest the time and effort to arrange mutually acceptable appointments to show the property and often perform the showing of the property to prospective buyers over the course of the listing. In this case, that was not needed. Normally, a selling agent might end up splitting the six percent sales commission with the buyer's agent. In this case, that was not applicable. Normally, the seller and real estate agents sign a legal contract without coercion, including a stipulation in advance regarding how the sales commission will be determined, to which both parties abide. That was done, except for the part about abiding to the contract. Pending seeing the final sales documents, he estimated approximately \$3,168 in overpayments will have been paid relative to what the contract stipulated, which was six percent. This is not considered pocket change to most Astorians. When parties sign a legal contract in good faith, it is required that those parties abide by the terms of that contract. Try turning this around. Suppose the City or Mr. Morgan had approached Ms. Dewey and said despite the six percent commission agreed to in the contract, the City is going to reduce the commission by about \$3,200. Would Ms. Dewey have responded with, 'Sure, we normally do not concern ourselves with abiding with what is written in legal contracts anyway? Let's just change the contract.' He doubted this would have been her response. A floor under the commission undermines the monetary incentive for a real estate agent to work for a better price for the seller. The standard six percent commission incentivizes the agent because the higher the sales price, the higher the commission. However, with a \$1,000 commission, once it becomes clear that a bidder is not going to offer more than \$16,700 for a property, at which point the commission would be \$1000 regardless of how much lower the sale price is, the only remaining monetary incentive for the real estate agent is to get a bid in writing, close the sale, and get the \$1,000. City Council has been what is called in the real estate business a highly motivated seller. No bid was too low despite the pleas from some residents on numerous occasions urging City Council to question whether the agreed to prices accepted in the past were fair for Astorians. Therefore, there is no way to tell how much more the City lost in revenue from underpriced sales as a result of the \$1,000 minimum commission. If this had not been uncovered by a public records request, would City Council still be considering a contract amendment at the next City Council meeting? He noted this was a rhetorical question.

Doris Queener, 4940 Cedar Street, #2A, Astoria, said she presented some questions about the process of hiring a new City Manager at the last City Council meeting. She noted that she is trying to become a more educated citizen and is constantly vigilant about the idea of transparency in city government. Paul Benoit's contract with the City of Piedmont included a large section about conflicts of interests. She hoped that the next City Manager for Astoria would be hired with a contract including such language. Some City employees receive medical benefits paid for by the City after retirement. She was told the budget lists this expense as an \$180,000 long term liability. She believed someone said this benefit applied to 30 employees, but it did not if that was correct. She asked who to contact to find out if this was true.

City Manager Pro Tem Estes said Ms. Queener needed to speak with Financial Analyst Snyder, who he believed was in the hallway. Mayor Van Dusen said the two could speak after the City Council meeting.

Ms. Queener said she appreciated the information.



Jessica Schleif, 731 Alameda, Astoria, said a few weeks earlier, the new Parks and Recreation Grounds Coordinator, Jonah Dart McLean, brought to her attention that Astoria has reinstated the policy of using herbicides. She said Paul Benoit told her Interim Parks and Recreation Director J.P. Moss had used organic methods. She was unsure if this was to save money or because he believed in stewardship to the land. The grounds coordinator had told her that at Smith Point, the City is weeding, spreading Casoron, applying bark mulch, then spreading more Casoron. She wanted to know if this same method was being used in other parks, where kids are playing, and at the ball fields. She believed Director Cosby was doing an awesome job. The Parks and Recreation Department has so much to do with such a small budget. Herbicides are expensive and free bark mulch is a great weed control. Director Cosby said the Parks Department has begun using Casoron, but they are only using it at Smith Point because it is the most challenging location to control weeds. One of the grounds coordinator's tasks over the next few months is to develop a lawn care and weed control plan for all of the turf areas. Use of Casoron may expand to a few more limited sites in the future. The department does not have a set plan, but they are very cautious about where they use Casoron and use it as little as possible.

Ms. Schleif said Director Cosby partially answered her question, noting she was still concerned that there has not been a serious maintenance plan for the parks so far, though things look like they are getting better. Smith Point is one of the hardest places because it has not been weeded or taken care of for a long time. Using carcinogenic chemicals that could stay in the ground for five years are especially dangerous to small children and animals. This does not seem like the right approach without trying other steps, like a maintenance program, mulching, and other things that come with caring for land.

Sue Skinner, 511 Jerome, Astoria, said she was also concerned about Casoron and other herbicides and pesticides being used in the city. She understood that Casoron is banned in Europe and is especially noxious in aquatic situations, which includes Smith Point. Everyone is talking about a cancer center in Astoria and there is a lot of cancer in Astoria, especially among the young people. We need to figure out why and we need to start being responsible about what we are doing. One principle rule is not to use something one is unsure about. Europe is so sure that Casoron is an extremely persistent carcinogen that they banned it in 2010. Casoron should not be used in Astoria. It is cheaper to use free mulch and newspaper than it is to put down Casoron pellets that last forever. The pellets are persistent for at least five years in the environment. She hoped that Staff considered this so that Astoria does not have more cancer than it already has. Casoron is the brand name used in the United States, but there are several other names for the herbicide. Neonicotinoids are very persistent and kill bees; Astoria should not be using these either. She found a young adult crow that had neurotoxin poisoning on the post office lawn last summer. She is not comfortable letting her dogs run around on the lawns in the parks and she certainly would not go barefoot. She believed all types of chemicals were being used in Astoria and she would like to know exactly what was being used because there is a lot of disease in the area.

Mayor Van Dusen agreed that Smith Point was in an aquatic area. He explained that he had chuckled when Ms. Skinner mentioned Smith Point because he was reminded of the time the area flooded. He clarified that he was confirming her comment, not scoffing it.

Mayor Van Dusen called for a brief recess at 9:42 pm and reconvened the City Council meeting at 9:43 pm.

Chris Farrar, 3023 Harrison Avenue, Astoria, said many toxic chemicals are being used in the area, which is part of the reason there are not many salmon. It seems that it would be easy for the City to post notices in the parks when toxic chemicals have been sprayed. Some people would like to be informed about this and some people want to avoid the chemicals, keeping pets and children away from the substances. It would not be difficult to post what chemical was sprayed and when it was sprayed. Then, people could use their own judgment about getting the poison on themselves.

Alana Garner, 486 12<sup>th</sup> Street, Suite H, Astoria, announced that on Friday, July 4, 2014, the Astoria Downtown Historic District Association (ADHDA) had its 6<sup>th</sup> annual Riverwalk Community Parade, which had the best turnout yet. She thanked the Astoria Riverfront Trolley for picking up the Transcendental Brass Band at Buoy Beer and dropping them off at the Barbey Center to march with the Kazoo Marching Band along the Riverwalk. On Wednesday, July 23<sup>rd</sup>, the ADHDA will host a clean up from 5:00 pm to 7:00 pm, focusing on the Astoria Regatta Parade route to get it ready for the parade.

The City Council meeting recessed at 9:45 pm to convene the Astoria Development Commission meeting.



## EXECUTIVE SESSION

Immediately following the Astoria Development Commission meeting, the Executive Session was convened at 9:47 pm.

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

The regular meeting of the Astoria City Council was reconvened at 9:56 pm.

Mayor Van Dusen stated labor transactions with the Public Works Department were discussed during the Executive Session.

**City Council Action:** Motion made by Councilor Herzig, seconded by Councilor Warr to authorize Mayor Van Dusen and City Manager Pro Tem Estes to sign the contract with the Public Works Employee Group Chauffeurs Teamsters and Helpers Local No. 58. Motion carried unanimously. Ayes: Councilors LaMear, Warr, Herzig, Mellin and Mayor Van Dusen; Nays: None.

## ADJOURNMENT

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

## APPROVED:

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City Manager Pro Tem/  
Community Development Director



## **Parks Advisory Board Meeting Minutes**

### **June 25, 2014**

Present- Norma Hernandez , Brad Johnston, Kim Williams, Councilor Karen Mellin, Tammy Loughran and Howard Rub

Absent- Grace Laman and Jay Flint

Guest- Sheila Beveridge

Staff- Terra Patterson, Randy Boar and Phil Elkins

Meeting was called to Order at 6:51am by chairperson Norma Hernandez.

#### **Chair Person Section**

1. What do you hear- Brad talked about the positive article in the Daily Astorian yesterday, June 24th.
2. Karen Mellin discussed the positive feedback about the proposed dog park. She also talked about a new volunteer for the McClure Park.

#### **Employee Recognition**

1. Angela recognized Randy Boar who is working for the parks maintenance department. Angela discussed his dedication with the department. Phil talked about the numerous tasks Randy has taken on.

#### **Presentation**

1. Terra gave a presentation on progress for the Ocean View Cemetery data entry.

#### **Old Business**

- A. Tammy gave an update on the Parks foundation reviewing what the foundation has been working on. She talked about progress with the Lindstrom bathroom project and working with the MOMS club and reviewed their fundraiser. Additionally, they have provided administrative support for the dog park group.
- B. Angela discussed the way finding signage and the grant recently applied for, for the project. Staff continue to work with GreenWorks on designs for signage.
- C. The Ford Family Foundation project to revamp the teen center at the new recreation center was reviewed. The group will be putting on an event at the new location. The group working with the foundation will be doing fund raising to raise the necessary matching funds for the project.
- D. The ARC relocation plan was reviewed. Angela discussed renovations at the Yacht Club and target dates to have the building remodeled.
- E. Angela reviewed the progress on the Dog Park project. Staff recently met with the dog park group and the baseball foundation. Norma asked about considering other locations. Sheila discussed some other possibilities but did say that it would be hard to find another location for the park as good as the spot at Tapiola. Sheila discussed the necessary items to put in a dog park. An ideal location would need to have shade, fencing and water. Bathrooms are a plus



but not necessary. Norma asked about holding a “town hall” type meeting. Sheila mentioned this is on their agenda in the near future.

### **New Business**

1. Angela handed out the summer program guide. She discussed making the change in seasons covered in the program guide.
2. The HEAL (Healthy Eating Active Living) Campaign was reviewed. This is a campaign going on in cities across Oregon. The state has received a grant for the program. Angela met with the representative, Beth and other community members. A resolution will go to city council in July to become a HEAL city. Staff are suggesting that city council appoint a task force to implement the program.
3. There will be a group coming in to work in Astoria for two weeks in July. The Northwest Youth Core Projects will be a group of about 10 students. Additionally, Phil will be working with a group of 15 kids on Saturday to haul in wood chips to the playground at Shively Park and then also will be working with the Cathedral Tree Trail in the afternoon.
4. Department reports were reviewed for Parks Maintenance, CHIP-In, Recreation and Aquatics.
5. Angela discussed upcoming events in July.

**Next meeting will be held Wednesday, July 23<sup>rd</sup> at 6:45am**



## ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall  
May 27, 2014

### CALL TO ORDER:

President Nemlowill called the meeting to order at 6:30 p.m.

### ROLL CALL:

Commissioners Present: President Zetty Nemlowill, Vice President McLaren Innes, Kent Easom, Peter Gimre, and Sean Fitzpatrick

Commissioners Excused: David Pearson, Thor Norgaard

Staff and Others Present: Community Development Director / Assistant City Manager Brett Estes, City Attorney Blair Henningsgaard, and Planner Rosemary Johnson; Consultant Matt Hastie, Angelo Planning Group. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

### APPROVAL OF MINUTES:

#### ITEM 3(a): February 25, 2014

President Nemlowill asked for approval of the minutes of the February 25, 2014 meeting. Vice-President Innes moved that the Astoria Planning Commission approve the minutes, with the following correction:

Page 3, just below the halfway mark – "Commissioner Fitzpatrick Gimre believed the quotes could be interpreted two ways..."

Motion seconded by Commissioner Gimre. Commissioner Easom abstained. Motion passed 5 to 0 to 1.

#### ITEM 3(b): April 22, 2014

President Nemlowill asked for approval of the minutes of the April 22, 2014 meeting. Commissioners Fitzpatrick and Gimre noted the following corrections that needed to be made:

Page 3, two-thirds down on the page – The motion should reflect that Commissioner Norgaard voted for and Commissioner Fitzpatrick voted against CU14-04.

Page 2, at the bottom – "Commissioner Gimre appreciated Mr. Smithart's explanation..."

Page 3, the second and third paragraphs – References to Commissioner Norgaard should be changed to Commissioner Gimre.

Commissioner Gimre moved that the Astoria Planning Commission approve the minutes of April 22, 2014 with the corrections noted above; seconded by Vice-President Innes. Commissioner Easom abstained. Motion passed 5 to 0 to 1.

### PUBLIC HEARINGS:

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

#### ITEM 4(a):

CU14-06 Conditional Use CU14-06 by Beth and David Fitch to operate a two bedroom bed and breakfast in one unit of an existing three unit dwelling at 1109 Harrison in the R-3, High Density Residential zone.



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

Commissioner Fitzpatrick declared a potential conflict of interest, as he owns 39 residential units within a block of the Applicant's property, another 8 residential properties two blocks away, and another 20 residential units located further from the property. He passes the property daily and his home and office have views of the property. He did not see this as a conflict because he and the applicants are not direct competitors; they have different products and price points, and approval of this application would reduce the supply of rental properties, which would indirectly create higher rents for his properties. However, he had concerns about the application. He offered to recuse himself and speak as a member of the public upon the request of the Applicants, City Attorney, or President Nemlowill.

City Attorney Henningsgaard said Commissioner Fitzpatrick would have a conflict of interest if he stood to benefit financially. If Commissioner Fitzpatrick believed the questions of proximity or similarities between the businesses would cause him to prejudge the application in an unfair manner, then bias becomes an issue. Commissioner Fitzpatrick could participate if he believed he could weigh the evidence and apply the criteria in a fair and even manner.

Commissioner Fitzpatrick said he believed he could be fair, but did have knowledge of some issues. City Attorney Henningsgaard said ex parte contacts could also be an issue if Commissioner Fitzpatrick had done any investigations of the application outside the scope of this hearing. Commissioner Fitzpatrick stated he had spoken to a few neighbors. Prior to seeing the application, he spoke with the current tenants. Earlier that day, he received emails from two of the tenants about unrelated matters. He had asked about the parking situation at the property and confirmed his beliefs about the parking by speaking with the adjoining property owner. He also spoke with the adjoining property owner about her feelings on the application.

City Attorney Henningsgaard said the Applicants would have the opportunity to discuss their concerns about those conversations. He asked Commissioner Fitzpatrick, given those conversations, if he believed he could weigh the evidence impartially. Commissioner Fitzpatrick confirmed that he believed he could.

Commissioner Gimre declared that he grew up in the house next door to the property. He still maintains the house and did not believe he had any kind of conflict. City Attorney Henningsgaard agreed.

President Nemlowill asked Staff to present the Staff report.

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

President Nemlowill called for questions of Staff. Hearing none, she opened the public hearing and called for a presentation by the Applicant.

David Fitch, 88916 Youngs River Road, Astoria, explained that he had been looking for space to house family visiting from out of town for extended periods. While it has worked fairly well in the past to have three long-term rentals, he wanted to try the bed and breakfast to see if it would help accommodate his family. During the periods when no family is visiting, income previously received from the long-term rental could be made up. He offered to answer any questions.

Commissioner Gimre noted the Applicant started to paint the house and asked if he had plans to complete the painting. Mr. Fitch said yes, he had been talking with a commercial painter.

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

Commissioner Gimre said the application met all of the criteria and he saw no reason to deny the request. Commissioner Easom and Vice-President Innes agreed.



President Nemlowill said she was concerned with the criteria that neighborhoods should be protected from unnecessary intrusions of incompatible uses, including large-scale commercial, industrial, and public uses or activities. She believed the volume of requests that the Astoria Planning Commission had been receiving for transient lodging in neighborhoods, collectively, were an unnecessary intrusion on neighborhoods and their sense of community. Therefore, she did not support the application.

Commissioner Fitzpatrick recalled that in previous votes, he was not opposed to residential properties being used as bed and breakfasts. He and his wife received approval to operate a bed and breakfast in his nearby apartment complex, which for unrelated reasons, they chose not to pursue. However, his property and the properties for which he voted in favor of all had adequate designated accessible off-street parking and this property did not. Harrison is a narrow street, with a 60-foot right-of-way and 22 feet of pavement. The current tenants park three vehicles on Harrison and one in the driveway. It appears as if it is legal to park on both sides of the street. With three or more vehicles being parked on the street, there is only room for a vehicle to travel in one direction. When fire trucks drive up 11<sup>th</sup> Street, he grabs his keys in case they are headed to his complex. When the fire trucks pass Grand, heading to Harrison, he watches to see which direction they go. He believed the fire trucks usually take Harrison just to practice threading the needle. If there is oncoming traffic, gridlock occurs, as there is no way to get through. There are very few driveways and places for a car to pull off the street. During evenings and weekends, the street can only accommodate one-way traffic. In the 10 years that he has owned the nearby properties, he has never seen a car go into or out of either of the two-car garages and he has never seen a car parked in what the Applicants claim is the parking space. He walked to the property about an hour ago to check one of his units around the corner. The Applicants have a garden with a bench and potted plants laid out there. He views the property from his home and office and walks and drives past the property several times each day. The alleged five off-street parking spaces are not and have not been used as parking for as long as he has been familiar with the property. While he has voted in favor of similar applications, he stated he was not in favor of this application.

Commissioner Gimre moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use 14-06 by Beth and David Fitch, with Conditions; seconded by Commissioner Easom. Ayes: Vice-President Innes, Commissioner Gimre, and Commissioner Easom. Nays: President Nemlowill and Commissioner Fitzpatrick Motion passed 3-2.

President Nemlowill read the rules of appeal into the record.

ITEM 4(b):

A14-02                      Amendment A14-02 by the Astoria Community Development Department to amend the Development Code and Zoning map to implement the Riverfront Vision Plan in the Civic Greenway Area (16<sup>th</sup> to 41<sup>st</sup> Streets, Marine Drive to the Columbia River); add Compact Residential Zone; add Civic Greenway Overlay Zone; add clear and objective design standards for residential development; renumber several zones and overlay zone; misc. related changes with new code references; and rezone the area on the north half of the blocks between Marine Drive and the Columbia River from 30<sup>th</sup> to 32<sup>nd</sup> Street, from the C-3 (General Commercial) zone to CR (Compact Residential) zone. Staff recommends that the Commission recommend adoption by the City Council. The City Council meeting is tentatively scheduled for July 7, 2014 at 7:00 pm in the City Hall Council Chambers.

President Nemlowill asked Staff to present the Staff report.

Planner Johnson briefly reviewed the written Staff report, noting that Matt Hastie would review the Code amendments. Instead of reviewing the entire Staff report, copies were made available to the Commissioners and the audience. She noted the Staff report addressed the various Comprehensive Plan sections that are applicable to the request, all of the sections concerning the Buildable Lands Inventory due to zone changes, and transportation issues pertaining to the change of uses in the area. She offered to answer any questions after Mr. Hastie's presentation. The only piece of correspondence received was a letter from Bob Goldberg, which was included in the Staff report.

President Nemlowill gave the Commissioners a moment to review the letter from Mr. Goldberg. She asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no



objections. She asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare. Hearing none, she opened the public hearing and called for a presentation by the Applicant.

Matt Hastie, Angelo Planning Group, 921 SW Washington Street, Suite 468, Portland, said his firm had been assisting the City with the proposed Code amendments. He highlighted the recommended Code amendments via PowerPoint, noting that the amendments were intended to implement land use recommendations in the Riverfront Vision Plan.

President Nemlow called for questions from the Commission. Hearing none, she called for any testimony in favor of or impartial to the application. There were none. She called for testimony opposed to the application.

Floyd Holcom, 100 39<sup>th</sup> Street, Astoria, said he opposed the amendments for numerous reasons. Many things have been combined into two ordinances that affect a large portion of the east end of Astoria. At the last meeting he attended, three of the five people who testified did not live in the area. He left that meeting thinking that the opinions of those who live and work in the area did not matter. He constantly heard that the public supported the consultant's recommendations. All of the meetings he attended and the work he has done over the last 18 years was not included in the consultant's report or the Comprehensive Plan report from the Planner's office. Many people who work on the waterfront have very little time to defend their positions. However, he spent two days reading the ordinance changes. If 25 percent of the assessed value is used to change a building, the entire amount for everything a building owner does is affected. Clatsop County has kept assessed values down for so long because of Measure 51. The assessed value of Pier 39 is currently about \$650,000. This means if he spent \$65,000 to \$100,000 improving his historic building on Pier 39, he would trigger everything in the new zoning ordinance and his building and its use would be non-conforming. He recalled when his office was on 31<sup>st</sup> Street before Safeway came to town. Many people were planning the entire east end of Astoria. Many of the things they were able to move forward with were not done overnight. However, the Riverfront Vision Plan and the proposed ordinance amendments were done overnight in his opinion. All of a sudden, he must stop to read the documents. Now, his historic building is non-conforming even though it is included in the Comprehensive Plan. He questioned how to tell this to the bank, the Division of State Lands, and to all of the people he must work with to get approvals for what he does. He believed the Code amendments needed to be changed to accommodate his and the other building on Pier 39. Royal Nebeker's building was assessed at \$6,500, so if Mr. Nemicker wanted to put a new roof on his building, he would trigger a review and his building would be non-conforming as well. The Code amendments have nailed the only two buildings on the waterfront. He apologized that he was not 15 feet above the mean high water mark. The consultant did not conduct any engineering study for the development plan, with regard to the 15-foot height limit. He added that Planner Johnson was currently being challenged by Federal Emergency Management Agency (FEMA) on the flood plain maps. When the railroad laid track through Astoria in 1897, the 100-year flood plain was set at the elevation of the railroad track. Floodwaters have come close to the tracks a couple of times, but not over it. He questioned what would happen if he followed the new standards and FEMA told him his foundation could not be below the 100-year flood plain. Fifteen feet above the mean high water mark would put his foundation about eight feet above the 100-year flood plain and he would not have much room left. He questioned why the area included everything at the Maritime Museum and down through 41<sup>st</sup> Street. He was concerned about uses in conjunction with the Maritime Museum. For the last 10 years, he has hosted the Hanthorn Cannery Foundation's Bumble Bee Reunion. Now, he must call the Maritime Museum and host the event in conjunction with them. This is a public activity. He questioned what this had to do with his building in the Overlay Zone. Pier 39 has nothing to do with the Maritime Museum. He supports the museum, but the museum is not a government entity. He did not understand why he would have to work in conjunction with the museum. He believed the museum had enough going on right now. He believed there were many things in the proposed amendments that the City should spend more time on. Many things in the proposed amendment affect many people on the waterfront within the zone. Now, people will be educated. If the Planning Commission approves this, people will go to City Council. He did not believe the Code amendments deserved to go to City Council yet. He recommended that the Planning Commission go back through the documents, host more public workshops, and get all of the fine details aligned. He wanted people within the zone to have the opportunity to attend Planning Commission meetings to discuss how these Code amendments would affect them. He has spoken at public hearing twice and he has only one of two buildings on the waterfront. His concerns, which have been pretty well outlined, have not been heard. He did not believe the proposed changes were consistent with the Comprehensive Plan. While the Riverfront Vision Plan may have been adopted, it was not really adopted into the Comprehensive Plan. He questioned how the City could pass an ordinance that was not in the Comprehensive Plan. If he decides to spend \$300,000 on his building, he did not want to be subject to all of the proposed criteria all of a sudden. He believed the buildings should be grandfathered and building



owners should not have to explain what has happened on the waterfront over the last 145 years. He thanked the Planning Commission for their time and effort. Many things still needed work and he did not believe the proposed changes should be passed to City Council.

Planner Johnson clarified that the public use in conjunction with the Maritime Museum is a specific use. However, the requirement does not prohibit other uses in other buildings. Pier 39 is a private entity, not a public entity that would fall under other codes allowing water-related uses like marinas, fish retail outlets. The public use in conjunction with the Maritime Museum is specific to a public non-profit use.

Director Estes added that the language currently exists is Astoria's Code. The current Code language could be amended to refer just to public use.

Planner Johnson noted that the two historic buildings were exempt from design review in the draft; this was to encourage redevelopment and restoration of these buildings. She apologized that she was unable to find the exemption in the current draft and believed it may have been accidentally omitted. Buildings over the water constructed prior to a specific date should be exempt. The Planning Commission could vote to approve these amendments with corrections and changes and Staff would put the exemption back in to the draft.

Mike Weston, Executive Director, Port of Astoria, thanked Staff. He said that as a former planner, he understood all of the hard work that went into these amendments. Angelo Planning Group has done a great job. Currently, the zone at the Port is Marine-Related Industrial Use, which does not include a height restriction. There is a difference between a typical overlay and Astoria's zoning code. The proposed amendments put an overlay on top of a zoning code. Overlays are usually more in line with design review criteria and serve as guidelines that promote the kind of development the City is seeking. However, the proposed amendments place restrictions on height and size that could devalue property. This could cause property owners to face economic hardships in the future. There are currently multiple things going on at the Port, some development, some concepts, and some proposals. The Code amendments would conflict with those uses, preventing the Port from doing certain things. He believed Astoria was built on its working waterfront, which is a key feature for the city. Putting restrictions on the waterfront is not a good idea as the unpredictable economic ramifications this would create would be numerous. Jobs would be lost. Properties would be impacted, as they would not be developable. Property owners would be put into a stalemate, unable to move forward on anything. He recommended the Planning Commission do more work on the amendments. The proposed height limit is better because it is above the ordinary high water mark. However, this height limit results in a 7-foot high building, which is not sufficient to meet the need. The maximum gross floor area of 4,000 square feet would not do anything for him. He has garages at the Port larger than 4,000 square feet and he is unable to do anything with them. Direct limitations do not need to be applied. He suggested more of a constructive design review criteria that would allow creativity to make things look nice. The proposed standards would devalue the economic possibilities on public land and for the waterfront owners. He recommend Staff be directed to develop a more creative and fluid document that allows more creativity.

Tim Ramis, 2 Center Point, Lake Oswego, said his law firm serves as general counsel for the Port of Astoria and represents Pier 39. He presented a letter, on behalf of the Port, opposing the proposed amendments. Limiting height, size, use, and the distance between buildings, as proposed, completely undermines the Port's use of its property. This proposition is difficult for the Port, given its responsibility as a steward of public land. It is not unknown in Oregon for Planning Commissions to face situations where one set of values is argued by one constituent group, while a port has economic development and employment interests. Examples of this include the development of lands in northeast Portland where the Port of Portland went against environmental regulations and the Port of Hood River where the recreational uses of the waterfront needed to be balanced against employment uses. In each of those cases, the entities have not ended up in conflict to the point that lawyers were arguing with each other because there has been a reasonable balancing of interests. The resolutions in those cases were not as one sided as what is proposed in Astoria. The proposed amendments leave no serious economic ability to use land in a way that meets the public mission of the Port. As stated in its letter, the Port suggests the City take time to focus on the design issues and allow development to take place in the area so the Port can pursue its mission. The current design solution is 4,000 square foot buildings, 25-feet wide, spaced 75 feet apart, with certain limitations on use. This seems to be a blunt instrument way of designing a waterfront and does not seem effective for anyone. He suggested other solutions be explored. The harbors in Sydney and San Francisco are places where interests have been balanced in an effective way, allowing all users to enjoy the use of those areas. He asked the Planning Commission to remember that the Riverfront Vision Plan



has no legal status under Oregon law because it is not a legally adopted document; its policies are not legally binding in any way. The binding policies are found in the Comprehensive Plan and Zoning Code. The Comprehensive Plan states that major Port development will be encouraged at the existing Port docks and the East End Mooring Basin. The policy of the City, as presented to the State of Oregon in order to obtain acknowledgment of the plan, stated that major development by the Port would be encouraged. The overlay does not accomplish this and is not consistent with the policy. The Development Code for the A-1 Zone states that the purpose of the Aquatic 1 Development Zone is to provide for the maintenance, enhancement, and expansion of areas, activities, and structures needed for navigation and water-dependent industrial, commercial, and recreational uses. The adopted policies that are legally binding do not support the plan as it has been presented. Therefore, he asked that the Planning Commission take time to focus on design issues and address the legal policies, rather than just the policies of the Riverfront Vision Plan, which is not a legally binding document.

Jan Faber, 3015 Harrison Avenue, Astoria, said he has had many visitors. He takes his visitors to the Riverwalk, which he is proud of because the City put so much effort into building it. The Riverwalk is used by countless numbers of people during the day, as it is a great attraction in the city and makes the city more useable. He spent part of his winter in Fort Meyers, Florida, where the City Council indicated that riverfront land was too valuable to be a park and should be developed. Parks and forests are not built by developers; they are set aside from development. He was proud of Astoria and ashamed of Fort Meyers. Last month, he was at Central Park in Manhattan, New York, where the park land is priceless. The park had been set aside for non-development and is a focus for all of the residents. All of the housing near the park has gone up in value because they have access to the park. One neighborhood has a green path that divides the housing and runs south along the Hudson River. This riverfront land is too valuable to be a park. When the green path was preserved as a park, the apartment buildings along the path went up in value. Preserving land for citizens and for development does not mean development needs to be in the park. The reason people want to build on the riverfront is because Astoria has created things like the Riverwalk. Once the area gets crowded with houses and view corridors, the city will no longer have that appeal. The entire downtown area of Montevideo, Uruguay is on the riverfront, where there is no housing or development on the river. One side of the river is a public park and the other side is apartments with a view of the river, facing the park, and not blocking anyone. The apartments are very valuable because of their access to the river and the park. The proposed amendments allow for 10 foot corridors, little alleyways where people can go to see the river. What will happen to the wow factor when people come to Astoria? Currently, people think the view is beautiful. He believed the land was too valuable to be a park. Little housing clusters and little buildings along the side seem good for development in the short term. However, Astoria will lose future visitors. A 12-foot building along the Riverwalk might as well be 30 feet because the river cannot be seen. It is not great to peak between buildings to see the river. The condominiums east of 39<sup>th</sup> Street created a canyon along the Riverwalk, preventing views of the hills in Astoria. Omitting setbacks on the land side of the trail is incredible. You don't get the feeling of being blocked in when you get to the Hampton Inn. The plan is basically development; it includes housing clusters, but does not address preservation of greenways. He wanted a greenway for walking along the river, not exceptions, corridors, and viewing stands. Portland's Waterfront Park and the Mackenzie River in Eugene, Oregon were created this way. He was disappointed that he did not see this in the plan. He asked the Planning Commission to think about his concerns as they consider adopting the amendments.

Shel Cantor, 1189 Jerome, Astoria, said he did not live on the river, but believed he was entitled to speak because many people have access to the river and the Riverwalk is available to everyone. He read the following testimony into the record:

Three months ago, during your February 25 meeting, while debating a one-story allowance versus a riverbank height restriction for new construction over the river in the Civic Greenway, the two Commissioners who favored a one-story allowance supported that position by asserting no one would ever build there. According to the minutes from that meeting, Commissioner Gimre "believed it was unlikely that development would occur along this section of the river, agreeing that it would likely be cost prohibitive. He did not anticipate development regardless of the restrictions. It is good to have code, but he did not believe development would be an issue. Therefore, he had no concerns. [in favoring the one-story allowance] "Commissioner Fitzpatrick agreed. He believed the proposed [one-story] height limit would not result in any feasibility issues."

The minutes recount President Nemlowill's response as follows:

"Some Commissioners did not believe building height mattered because development would not occur in the Civic Greenway Area anyway. So, why not lower the building height?" If, for argument's sake, we presume that it would be foolish to try to build new construction over the river in this area, then the only people who could conceivably be inhibited by a riverbank height restriction would be those who would have otherwise tried to do



such a foolish thing. One of the strongest rationales for implementing any restriction is to prevent people from trying to do something foolish, leaving the rest of us to deal with the consequences.

In addition, getting back to this lack of concern, if a resident, as opposed to a Planning Commissioner, truly believes no one would build above the riverbank height in this area, that resident should not be concerned with whatever restriction there might be. But a Planning Commissioner does not have that luxury. With all due respect, the obligations of a Commissioner go unfulfilled when a Commissioner takes a position and claims his ability to predict the future excuses him from his responsibility to justify his position. Furthermore, you've been tasked to implement the Riverfront Vision Plan. Whether or not any of the code you approve for that purpose ends up being superfluous and whether you can infallibly predict that outcome are both irrelevant to your task. So now turning to that task, again from the minutes of your February 25 meeting, where Mr. Hastie's opening presentation to you is summarized, comes the following: "Limiting building height to the bank height was a popular idea at previous work sessions; however this would prohibit building anything other than a marina or dock, and essentially eliminate the ability to have any kind of actual building. This could be what people are looking for, but [Mr. Hastie] and Staff did not believe this was consistent with the Riverfront Vision Plan. Director Estes noted the Riverfront Vision Plan does not state that there would be no development in the Civic Greenway Area, but that development would be limited." I can corroborate that. Because the Plan explicitly calls out what that allowable, limited development could be, giving three, and only three, examples: "docks, piers, marinas," all structures routinely below riverbank height. That is the limited development the Plan's actual words allow, not one-story buildings.

The meeting minutes continue: "The committee that worked on the recommendations for the Plan agreed that small buildings associated with water-dependent and water-related uses would be acceptable in the Civic Greenway Area like a bait shop, snack shop or smoke shop." I was not able to corroborate that. I don't doubt that was discussed by the Steering Committee as they formulated the Vision Plan. Yet, when I searched for the words "bait" or "snack," or "smoke" in the Vision Plan appendix, which includes the Steering Committee meeting minutes, I didn't find any mention of those words. What I found there, however, is that Steering Committee meeting #8 (on April 21, 2009) was the only meeting wherein the minutes included any decision by the committee regarding over-water development in the Civic Greenway.

Here is the relevant excerpt on that subject. "The committee also agreed that several types of improvements should be allowed in these areas, such as piers, docks, marinas and repairs or renovations to existing structures."

Incidentally, the minutes of the subsequent Steering Committee meeting, on June 9, 2009, include the following: "Steve Faust gave a brief summary of results from the Civic Greenway and Neighborhood Greenway open house. Approximately 40 people attended the open house, [several of Faust's comments were included here, finishing with] They do not want to see overwater development in these areas.

"Steering committee members who attended reported on their conversations with open house attendees. They generally confirmed Steve's summary and also noted that people want to see open spaces and broad vistas in these areas... Some participants also say they have concerns about their voices being heard." If you reviewed the Vision Plan appendix, you observed that the theme of we "do not want to see [new] overwater development" predominated, and the concern about our "voices being heard" was often repeated in the feedback documented in that appendix.

Returning to your task now, Staff has instructed you on several occasions that you are not allowed to change the Vision Plan, because this Plan was approved by the City Council as written. The Plan states, "such as docks, piers, marinas;" not, "such as bait shops, snack shops, smoke shops," nor any other example of a building above the riverbank height which would block our river vistas. The Vision Plan also states the primary objective for the Civic Greenway is to protect our river vistas. You do not protect a view by allowing it to be blocked. Therefore, it is the one-story allowance which does not comply with the approved Plan. In contrast, the Riverbank height restriction protects our river vistas and allows precisely the limited development specifically called out in the Plan "such as docks, piers, marinas." The riverbank height restriction is consistent with the spirit and objective of the Plan, consistent with what residents who participated in the Visioning process overwhelmingly wanted, consistent with the documented decision of the Steering Committee in formulating the Plan, and, most importantly for your task, consistent with the actual words in the approved Plan.

Commissioners Nemlowill and Innes staunchly understood this. As a result, to date, according to your minutes, there has not been a single working session when a majority of the Commissioners present endorsed the one-story allowance. I urge you to poll yourselves this evening. Let each commissioner, in turn, state clearly for the record which of the two options meets your requirement of complying with the approved Vision Plan, and please justify your position.



George Brugh, Astoria OR said he has lived in the community for 45 or 46 years. He owns a parcel that is proposed to be rezoned as Compact Residential. He believed this zone should be at Mill Pond, not on his commercial parcel. At one time, he had barge loads of rock and sand delivered to this parcel, which required a water-dependent use. He has since sold this business. He commended Mr. Holcom and Mr. Weston for what they have attempted to convey to the Planning Commission. Mr. Holcom had the opportunity to spend two days going over the proposed code amendments, but he has not done the same. He believed there would be an appeal if the Planning Commission is unable to see the light at the end of the tunnel. The greenway Astoria currently has at the river is enjoyed every day and he could not see how it would go anywhere else or be built on. He owns about six parcels in the water on the other side of the Riverwalk and he did anticipate he would not own them much longer because there is no future for those parcels. The Riverwalk views must be protected. Maybe we could keep from getting into a cluster.

Cindy Price, 1219 Jerome, Astoria, said a lot of history was being discussed at this meeting. She believed what Mr. Cantor did was very important, going back over the history of what had been promised, said, and discussed. Citizens elect people based on what they say. Elected officials appoint Planning Commission members based on how the public has voted for them. There is a lot in the record, but she was not able to find anything about bait shacks, snack shop, sea lions, dogs, or baby carriages. The record does reflect that virtually everyone, except for the few people who own property in the area, want to protect broad vistas and views. This is in the minutes of the various meetings. She was attending meetings from the beginning in early 2008. At a recent meeting, Mr. Cantor spoke about the Civic Greenway Area being the bone that was thrown to the people who wanted much less development than the current Plan allows. She believed Mr. Holcom had some good points and she agreed that it was too early to send the code amendments to City Council. There is a lot that needs to be looked at. She believed Pier 39 was a marvelous addition to the waterfront and she did not believe the owner should be limited to \$100,000 in improvements; this seemed nutty to her. When she first came to Astoria in 1996, there was a landscape architect, Robert Murasse, who spoke about the riverfront as being a gem that needs polishing. Mr. Murasse has said that in life and in art, people can become so engrossed in history that it becomes limiting. You can learn from history, but you also have to fight for a path beyond it. She believed this was what Astoria has done over and over again, trying to get away from the fact that Astoria used to be filled with canneries and a working waterfront that everyone supported at the time. Astoria has not been this way for a long time and we need to move beyond this. If the only people who have a say about what goes on along the waterfront are the property owners there, then we have all been wasting a lot of time. Everyone owns the waterfront. Everyone has a say in it, so let's have more discussion about it. She believed that the Riverfront Vision Plan was a good plan. For two years, there was massive amounts of public comment and the Plan is a very nice compromise that needs a little tweaking. She suggested another meeting before moving.

Elizabeth Menetrey, 3849 Grand Avenue, Astoria, said she became involved in this process when the condominiums near 39<sup>th</sup> Street were built. She is always walking on the Riverwalk. When the condominiums were built, she began to ask Staff how it happened and how to prevent more from being built. She began discussing ways to change the Development Code many years ago. These conversations have been going on for a while and the process has been very emotional. She understood that the historic buildings, like Pier 39, are not part of the code amendments.

Planner Johnson explained that the intent was to exempt the existing buildings from restoration percentages, so they would not be required to comply with the Civic Greenway Overlay Zone during renovations.

Ms. Menetrey knew that this had been discussed before, so she was surprised that she did not hear it. She agreed with Mr. Cantor and Mr. Faber, who both spoke eloquently. She believed she was speaking for a lot of people who feel strongly about the riverfront. You have to work hard to preserve things. Before the economy tanked, there was talk about building projects. If the City does not have a strict guideline, things will be built. Restrictions must be laid out. Variances and vague code language allow things to be built. This is why the Planning Commission needs to restrict development to riverbank height. She was surprised to see eating and drinking establishments had been included, referring to Page 10, Item 15(f) of the Staff report. She recalled discussing that these establishments would not be allowed and she opposed them. She noted that she was a member of the Riverfront Vision Plan Steering Committee. This area was meant to be clear and have wide open vistas. The Port has come late to this discussion and she questioned where they were over the years spent working on the Plan. Suddenly, at the last moment, the Port has decided to give input, which confuses her. This seems to be skewing things a certain way. She recalled City Attorney Henningsgaard say that legally, the code amendments must follow the Plan and the Port is part of the Civic Greenway Area.



City Attorney Henningsgaard said the Port has property in the Civic Greenway area.

Ms. Menetrey agreed and understood that the Port would be included in any decisions made about the whole area. She was concerned about what the Port wanted as opposed to the rest of the area and whether decisions would be based on what the Port wanted. She clarified that the Port was not considered during discussions of the Civic Greenway Area; the East End Mooring Basin was considered separate. The Port did not come forward, so it was not part of the discussion during the Riverfront Vision planning process. Someone from the Port came forward at a Planning Commission meeting to express their concerns, but the Plan had already been developed. She questioned whether City Council could deal with this separately.

President Nemlowill asked if Ms. Menetrey was suggesting the scope of this stretch of the Riverfront Vision Plan be changed.

Ms. Menetrey said if the Civic Greenway Area was going to be based on what the Port needs, then the Civic Greenway Area and the Port must be separate. She asked if the Port would be limited to the riverbank side, no higher than the riverbank. This could be tricky and the Port might need to be considered separately. Astoria has a gem that must be preserved for future generations. This is absolutely vital.

Sylvia Davis, 2775 Steam Whistle Way, Astoria, said the trolley and Riverwalk are superb. She noted that several bushes along the Riverwalk were over one-story high, blocking part of the river. She believed the Riverwalk should be left alone.

Chris Farrar, 3023 Harrison Avenue, Astoria, appreciated all of the comments that had been given. Upon reviewing the proposed amendments, he agreed with Mr. Holcom that the amendments were too comprehensive to implement as a simple amendment. The amendments should have been separated into parts, as the changes to the plan are radical. He cared about the green, the view, and the open space. He commended Mr. Faber for his comments, which reflected his feelings closely. The riverfront view is worth something; it is worth more than a business that sells French fries and has lasting value. What business has been in Astoria for 200 years in the same building? The edge of the river will remain for thousands of years, even after a tsunami cleans out all of the development built in the flat land. The river is a lasting piece of value and we should not obscure it from people. People are getting too far removed from nature. Many children don't look at flowing water; they look at a picture of it on a screen to try to get in touch with it. We need to be taking children down to the river to get them in tune with the environment and use the great asset to the community. The river is what makes this a fine community. Astoria has commercial areas, but needs open space. People need the opportunity to get their brains back in focus after being immersed in development and noise by walking on the river. He asked the Planning Commission to promise not to pass the amendments on to City Council at this meeting because the amendments are not ready. The amendments throw out the essential greenway entry way to the town. The Planning Commission cannot just throw that out and say that Astoria is not going to have a vision of the river from that location anymore. The basic idea of this part of the Plan was the dog bone thrown to the community. The City would give Astoria a little bit of view down at the east end of town and Astoria would like to keep this view, as this was the deal that the citizens expected the City to keep. He wants the view to be preserved and wants the Planning Commission to walk the full length of the river to get an appreciation for it. Maybe the Commissioners had been away from the river too long. Blocking the view is a bad idea.

LaRee Johnson, 1193 Harrison Avenue, Astoria, said she did not own property on the river, but hearing all of the comments has reminded her of the saying about selling your soul to the devil. She recalled working on the Lewis and Clark Bicentennial, noting that she was on the board for many years. One of the board's first trips was to Great Falls, Montana, where she was impressed with their Lewis and Clark Interpretive Center, which included 17 miles of a river trail along the riverfront. Nothing was on the trail and it was open to the public. People were biking, walking, and enjoying the outdoors. She believed there were health benefits to the community because the open green space encouraged people to get out and walk. People are not as interested in walking down a concrete tunnel, like Seaside created in their downtown. She echoed the previous comments about the amendments not being ready and keeping the area green. Looking down at the river from the Column, it is difficult not to imagine the small canoe that Lewis and Clark came down the river in. When you see the river, you appreciate what the 33 men did to explore the area and establish the community. Astoria has an historic view shed that needs to be preserved without obstructions for generations to come.



Charlene Goldking, Marine Drive, Astoria, said she has lived in Astoria for two and a half years. The vista is absolutely priceless. The view from Jerome is the same as the view from the Column. She can see the view from her apartment. Along the Riverwalk, the weeds are as tall as she is in some areas. Keep what we have, but let's also start maintaining it. Don't sell the vista short because it is priceless.

Tracy Black, 2505 Mill Pond Lane, Astoria, said he and his wife recently moved to Astoria from California. The wow factor of Astoria led to their decision to make it their permanent home. After doing some due diligence, they believed there might be a pier out on the water. However, this seemed to go into the toilet overnight. He wished he had known more about this issue before digging a hole in the ground. It is a shame. He and his wife love the community and the people in Astoria are so friendly and nice. He lived in the same California town for 55 years in the same home and no one said hello when you walked down the street, unless they wanted something. In Astoria, people say hello when he walks down the street. He asked that Astoria be kept the way it is.

Ted Thomas, 398 Atlantic, Astoria, said he agreed with almost all of the other comments, especially Mr. Cantor. He has heard that if the Riverwalk were developed, there would be nothing left but view corridors. He questioned how big the view corridors would be. It is easy to understand that the Civic Greenway Area and the view shed of the Riverwalk is a commons that enriches the entire community. Property values are very tangible, but will be eroded, just like when Central Park in New York City was developed. Enabling development is a taking of public wealth and a closure of the commons.

Jim Wolcott, 2735 Mill Pond Lane, Astoria, said he recently moved to Astoria after spending 45 years looking for a place in Oregon to retire. He noted that he was from Anaheim, California where there is no downtown area. Anaheim is almost as old as Astoria. Everything was moved as the town focused on Disneyland and the downtown declined. The history that existed there disappeared. He was concerned that focusing too much on the east side of town, a Compact Residential zone, high density development, and fish and chip stands over the river would suck more vitality from downtown. We still have an opportunity to do something with downtown as there are still many vacancies. Water-related businesses obviously need to be on the water, but fish and chip shops could be on land. He encouraged the Planning Commission to look comprehensively at what the City wanted to do. It is great to go after tax revenue and development, building 24 units per acre and creating a nifty residential area. However, this creates parking issues and problems with egress. The public hearing for Item 4(a): CU14-06 indicated that parking was 1½ parking spaces per unit. This means 36 parking spaces would be needed to accommodate 24 units per acre. In many cases, the streets are substandard for the existing traffic. He did not believe that enough practical energy had been spent looking at development of the area and its impact on the rest of the community. He urged the Planning Commission to step back and take a look at all of Astoria and consider how major development on the east side would impact the rest of the town.

Pamela Alegria, 1264 Grand Avenue, Astoria, said she had not thoroughly read the proposed amendments, but attended the meeting because she loves the Columbia River. The river is a magnificent river and an economic engine for Astoria. Once development occurs, the river will be gone and Astoria will be just like any other town. Sometimes, people who have lived here all their lives forget the beauty of the river. There are a few clusters. She understood that the Plan had been well thought out, but perhaps not always agreed upon. She could not see using the Plan to develop residences. There are other places to develop and redevelop. She agreed that something should be done about the Port and was not sure 4,000 square feet was appropriate for economic viability. She did not agree with allowing a few people in the cluster development to enjoy the river, as opposed to every resident and visitor. She said she would try to address this, as it pertains to the criteria, in a letter. She asked that the river be preserved.

President Nemowill called for rebuttal.

Planner Johnson recalled comments that the flood elevation could impact how far over the river a building would be allowed. Currently, buildings are to be 12 feet above the bank. This is based on current flood maps. The proposed flood maps are not adopted. Any changes in those maps would be considered in the future. The Plan is based on existing adopted flood maps, not proposed maps.

Director Estes noted that many people at the meeting had not been involved in the process that the Planning Commission had been working on for over six months. Several people commented that they wanted the area to be left as is. Currently, some areas along the river do not have any height limits, which would allow development to occur. The Planning Commission is proposing a new set of guidelines that would establish height limits within



the area, both over water and on land. The proposed code amendments are based on discussions Staff had with the Planning Commission and feedback from the public. At this meeting, the Planning Commission can discuss items they would like to adjust. The new residential area between Mill Pond and Safeway has been proposed because it was part of the adopted Riverfront Vision Plan. This residential area would be compact, consisting of smaller single-family homes on small lots with low heights. This plan reduces the height in some zones, so a developer could not build as tall as the apartment complexes in Mill Pond. This was done at the direction of the Planning Commission.

President Nemlowill closed the public hearing and called Commission discussion and deliberation.

The Planning Commission and Staff discussed the possibility of considering the Port property separately from the rest of the Civic Greenway area. Staff explained how this could be done in accordance with the Riverfront Vision Plan, noting that uses could be changed, but design standards needed to remain consistent. However, recommendations could be made to City Council to amend the Riverfront Vision Plan.

City Attorney Henningsgaard explained that the task of the Planning Commission was to implement the Riverfront Vision Plan and the Riverfront Vision Plan does not segregate the Port property, public properties, or private properties. The Plan does not include a separate set of standards for each type of property. The Planning Commission could make a recommendation that the Plan include such differentiations, but this would likely result in a situation where the Port had no building height limits or other restrictions on the size and scope of the structures.

Director Estes noted for President Nemlowill that the Blueway Zone was a concept that was applied to the entire Civic Greenway Area.

City Attorney Henningsgaard responded to Mr. Ramis' argument that the Riverfront Vision Plan was never officially adopted as part of the Comprehensive Plan. He had not looked into this statement in depth, but it could be true. If the Riverfront Vision Plan was never adopted and it conflicts with the current Comprehensive Plan, the City may need to officially adopt the Plan or portions of it into the Comprehensive Plan.

Director Estes confirmed for Commissioner Fitzpatrick that different types of zoning could be allowed in different areas along the waterfront. Commissioner Fitzpatrick believed the area in front of the Barbey Center was very different from the area near Pier 39. Director Estes said the Planning Commission could consider different sets of uses in different areas, like restaurants and gift shops in one area and residential units in another. City Attorney Henningsgaard said different development standards could be implemented to the extent that they were consistent with the Riverfront Vision Plan. The Riverfront Vision Plan does not specifically mention heights, but does state views should be protected and any overwater uses should be maritime uses. It is up to the Planning Commission to decide how to implement this direction.

President Nemlowill recalled discussion that she did not want buildings higher than the riverbank and did believe uses like eating and drinking establishment should be allowed, as they are not water-dependent uses. Those statements have not been reflected in this application. However, there is real potential for the public to make use of public economic land, like the Port of Astoria, with water-dependent uses that could be small enough to preserve the views and provide more balance and viability to the land. The Port has a mission to create economic development for the public, despite what everyone thinks. Allowing the Port to create jobs could balance the Riverfront Vision Plan well if most of the areas in the Civic Greenway Area had such reduced height limits that there would be no development. She did not have enough information, nor had she received feedback from the public as to whether she supported two or three story buildings over the water along the riverfront on Port property. She supported forwarding a plan to City Council that would reduce development below bank height from the Maritime Museum to the Port property and prohibit uses like eating and drinking establishments.

Commissioner Gimre agreed that the view of the waterfront should be protected for future generations. He did not have a problem with the residential use as proposed because the zone is more height restricted than Mill Pond. He believed the residential zone would bring more people to Astoria. He was concerned with what occurred on the waterfront, but did not want to prohibit what occurred on 39<sup>th</sup> Street. Therefore, he supported separating the waterfront.



President Nemlowill clarified that she had been speaking about residences over the water, not the proposed Compact Residential zone.

Commissioner Gimre continued, stating that he had no opposition to what was proposed for the south side of the Riverwalk. There is a reason no development, including docks and marinas, has occurred on the north side over the last 50 years; it is cost prohibitive, regardless of height restrictions. He believed all development on the river should be prohibited because he did not anticipate anyone trying to build with the proposed limits.

Mr. Holcom said that for the last 18 years, the City has planned to build an additional marina in the area he owns. If these amendments pass, he would not be able to continue with this plan.

Vice President Innes said the Planning Commission has had a lot of meetings about each part of this plan. The Planning Commission thought they had heard from people who were concerned, interested, and informed. Apparently, there were many more. She has become lost in the details, but hoped the City would end up with a Civic Greenway Area that could be enjoyed as parks and a lot of visuals across the river. She believed the Planning Commission was doing well at finding middle ground on height limits. Throughout the process she felt accountable to some level of development and no level of development and believed the plan had accomplished this. She indicated that she was unsure how to vote.

Commissioner Fitzpatrick understood that the waterfront from 16<sup>th</sup> to 41<sup>st</sup> Streets was required to have one set of restrictions. He did not understand how different zoning or uses could be applied to the parcels on the south side, but the entire waterfront had to be considered as one parcel. He had strong feelings about what should and should not be allowed in the area beginning at 16<sup>th</sup> Street and heading east. He also understood the importance of property rights and allowing a certain level of development on Port property and Mr. Holcom's property. Public input at this meeting clearly indicated that no one liked the proposed amendments. He was aware of this as he left the Planning Commission meeting on February 25, 2014 and there was some misunderstanding about the comments that he and Commissioner Gimre made. He recalled that the height limit would allow a shack that could be used for something like renting kayaks to be built on a floating dock. He was clear that no one could build a building over the water. He did not believe anyone in the audience was suggesting no development at Pier 39, nor did he believe that Mr. Holcom or the Port was suggesting condominiums or any other development be built in front of the Barbey Center. Therefore, he hoped the areas could be divided in some way to allow different height limits in different areas. He was not comfortable with a blanket for the entire area. He wanted to reconsider the proposed housing in the current commercial zone, as at least two people opposed the residential area. He also wanted to know what the Port had planned for their property.

The Planning Commission and Staff discussed where and how to divide the riverfront. The on-land portion of the Civic Greenway Area already allows for different zoning restrictions and varying height restrictions. Therefore, the overwater portion of the Civic Greenway Area was being considered for division. However, this division needed to be done in compliance with the Riverfront Vision Plan.

- Commissioner Fitzpatrick believed the wording indicated that large scale development was not anticipated in the area, rather than prohibiting development in the area. He primarily wanted to change the height and use of various areas on the water, not the landscaping or design review. However, some landscaping might need to be changed as well.
- Proposed use and height restrictions over-water within the area between 16<sup>th</sup> and 34<sup>th</sup> Streets, excluding the Port property, was discussed.
  - Commissioner Gimre reminded that building over the water allows public access out on the river, which he believed people would support. He did not have a problem with the height limitation on the river and the proposed uses because those restrictions get more people out where they enjoy being and enhance the waterfront more than no development would. He supported the use and height restrictions as written.
  - Commissioner Fitzpatrick recalled his understanding that the 12-foot height limit would only allow a shack to be built on a floating dock. No one could build a fixed 12-foot structure on piling. He said he defaulted to the height restriction he discussed on February 25, 2014.
    - Planner Johnson clarified that the proposed height limit did not restrict permanent structures. The amendment did not require structures to be built on a floating dock; it only required a height limit of 12 feet above the bank.
    - Commissioner Fitzpatrick noted that this was not his understanding. He and Staff recalled the discussion, noting that Mr. Holcom had brought up issues with tides and base flood elevations. He recalled discussing the height restriction again with City Council, where his understanding of it was



different from the discussion on February 25, 2014. He confirmed that he did not agree with height restrictions and uses as outlined in the current draft of proposed code amendments, especially after the public input at this meeting.

- Vice President Innes was uncomfortable proceeding with the entire draft. Parts of the draft are okay, but there were inconsistencies and lack of information. She was okay with the use and height restriction for over-water development because the Port was excluded and there were no current plans for development.
- Commissioner Easom was opposed to the use and height limit. He believed the use should be more broad and the height limit should be higher. Limiting development by zoning allows for broad view corridors and some development.

Director Estes understood that the biggest issue was overwater heights and uses. The Planning Commission has a variety of opinions, but there seemed to be interest in splitting up the waterfront into areas with low height limitations and areas near the Port with higher height limitations. He asked the Planning Commission to specifically define those areas and set a height threshold.

Mr. Hastie noted that the Compact Residential zoning recommendations in the Riverfront Vision Plan are pretty clear. He believed the proposed code amendments were consistent with the Plan and did not contain as much ambiguity. He heard a few comments about the residential zone, but not many. He agreed that most comments were about the over-water development height and use restrictions.

President Nemlowill said that without a proposal, it was difficult for her to decide what the threshold should be. However, the Riverfront Vision Plan preserves vistas and limits development in this area, but doesn't necessarily preclude water-dependent development.

Planner Johnson suggested that over-water development be limited to the height of the riverbank from 13<sup>th</sup> to 35<sup>th</sup> Streets, and 38<sup>th</sup> to 41<sup>st</sup> Streets. Over-water development in the area from 35<sup>th</sup> to 38<sup>th</sup> Streets could be limited to 28 feet high.

President Nemlowill, Vice President Innes, and Commissioner Fitzpatrick agreed they would be comfortable with limiting over-water development to bank height from 16<sup>th</sup> to 34<sup>th</sup> or 35<sup>th</sup> Streets. Commissioner Gimre said he would support the height restriction to 30<sup>th</sup> or 31<sup>st</sup> Streets.

Staff understood that the Planning Commission was not able to determine appropriate height limits at this meeting and asked if they believed the other proposed building restrictions were appropriate for over-water development in the area that includes the Port property. Staff wanted more direction on the Commission's threshold for development within the area before making recommendations.

Commissioner Fitzpatrick did not like the proposed building restrictions for maximum square footage, height, and width. He believed these restrictions were a bad compromise that would not be effective. He and Vice President Innes wanted to know what the Port considered feasible.

President Nemlowill re-opened the public hearing.

Commissioner Fitzpatrick said he would not be opposed to allowing the Port and Mr. Holcom to prepare a presentation to be given at a later time.

President Nemlowill confirmed that the meeting would be continued, but the Planning Commission currently needed to provide Staff with some direction. She invited the public to speak about the Port in an effort to help guide this direction.

Floyd Holcom, 100 39<sup>th</sup> Street, Astoria, said he agreed with Commissioner Fitzpatrick that he should be given time to prepare a more detailed presentation. He noted past public hearings indicate his plans have not changed over the last 15 years. He would like to continue with these plans. At this meeting, he was focused on whether or not the Planning Commission would forward the code amendments to City Council. His recommendation was to vote against forwarding the amendments and schedule another work session.



Mike Weston, Port of Astoria, said he agreed with the comments regarding the area between 35<sup>th</sup> and 16<sup>th</sup> Streets. He did not believe anything would be developed in that area, but did suggest Royal Nebeker's building be exempt from the building restrictions. He explained that the Port has two cruise ships come in at a time and the Port will need a place to put the second cruise ship. He would like to establish a dock, a welcoming center or convention center, and possibly an aquatic center. It was his intention to develop tourist friendly and industry based projects that would promote jobs. The Port has the potential to support manufacturers as well. The Columbia River is developing into one of the top 10 traffic highways in the world. He asked the Planning Commission to consider what the Port does for the community economically. For every dollar donated to the Port, about \$300 is generated. The Port generates about \$550 million in economic return for the community and cruise ships and logging are a big part of this. The Port employs many people and serves as a great economic engine. He asked the Planning Commission to consider what the Port could do with an extra six acres of developable land.

President Nemlowill asked why the Port was not involved in the Riverfront Vision planning process in 2008 and 2009.

Mr. Weston said he did not work for the Port at that time; He was working as a planner for Clatsop County.

Director Estes said the Port was involved in the Vision planning process and there have been some changes in their perspective over time. Mr. Weston confirmed that.

Mr. Weston confirmed for Vice President Innes that the Port was specifically concerned with the property between 35<sup>th</sup> and 38<sup>th</sup> Streets.

Director Estes continued, explaining that during the visioning process, the Port was interested in preserving the ability to continue to maintain the East End Mooring Basin. The Riverfront Vision Plan addressed this interest in its provision to include waterfront areas for maritime-related uses, including marinas, etc.

President Nemlowill reiterated that this meeting would be continued and called for more public testimony.

Elizabeth Menetrey, 3849 Grand Avenue, Astoria, said during the planning process, she did not believe the Port had any specific plans and wanted to leave their options open. There is currently a view of the river from the parking lot and she anticipated this view would be blocked by buildings. The ability to see part of the river while driving was part of the discussion. She did not envision large buildings along both sides, changing the entire nature of what she had been trying to talk about. The spirit of the Riverfront Vision Plan is that the Civic Greenway, from 16<sup>th</sup> to 41<sup>st</sup> Street, have very limited over-water development. She anticipated the Port asking for an exception for a specific project, which City Council could consider. However, allowing 28-foot buildings through the entire area is not appropriate. She believed the entire Civic Greenway Area should be a park and encouraged the Planning Commission to keep the bank height restriction. She suggested the Planning Commission suggest to City Council that the Port have some say in getting some variances when they have a project planned.

Jan Faber, 3015 Harrison, Astoria, understood the Planning Commission and the audience agreed that a large part of the area would be free of over-water development above the bank. He did not agree with the argument that the 12-foot height limit would be appropriate because development would not be economically feasible. If the city wants heights limited to bank height, then go ahead and set that limit.

Commissioner Fitzpatrick clarified that he was not just throwing something out there, saying it would not happen. As a business person and a real estate developer, he knows what is feasible and what is not. He reiterated that he had been speaking about a structure on a floating dock that would be a shack to rent or sell something out of. He was not taking this issue lightly, but wanted to make it clear that he had an understanding of the repercussions of a bad decision. He hoped that Mr. Faber and the audience understood. Every one of the Commissioners takes this seriously.

Mr. Faber said he was not suggesting that Commissioner Fitzpatrick had not taken the issue seriously. After sitting through the meeting and reading the Staff report, he understood and commended the Planning Commission for their work.



Shel Cantor, 1189 Jerome, Astoria, understood that Ms. Menetrey suggested the City wait until the Port has a project before considering a variance or exception. He believed the City should also consider whether the Port had funding for the project.

Connie Spencer, 3930 Abbey Lane, A307, Astoria, asked where Mr. Holcom's property was located.

Staff described the exact location of his property using a map, explaining that it was over the water. When Mr. Holcom applied for the zone change to build the Hampton Inn, he had also discussed the concept of a marina.

Chris Farrar, 3023 Harrison Avenue, Astoria, said he believed the wording in any amendments or recommendations to City Council must be definite. Basing restrictions on the idea that no one would build anyway is ridiculous. He was sorry if this offended Commissioner Fitzpatrick. If the City does not want 12-foot high buildings, this should be unarguably stated. It is too risky to simply hope that no one would build 12-foot tall building. He believed Mr. Hastie's comment that large amounts of development were not expected was too nebulous. He wanted to discuss how many lots on land could be developed and asked how wide the lots between 16<sup>th</sup> and 41<sup>st</sup> Streets were. He believed some lots were quite large. The proposed restrictions would allow 50 percent of the area to be covered by buildings. He did not want a concrete canyon, like the one near 39<sup>th</sup> Street. Density should be considered, as well as the height. He hoped the wording would be made legally tight.

Cindy Price, 1219 Jerome, Astoria, said she now understood why Ms. Menetrey fought so hard during the planning process to have zoning as part of the plan. She believed most of the people involved in the planning knew this issue would come up and would take a long time to resolve because it is so complex. She believed the Planning Commission had been doing great and had come to a decision. The decision tonight is whether to send the draft amendments to City Council for approval. She understood that the Planning Commission did not agree with the amendments for one reason or another. She believed allowing the Port exemptions and variances made the most sense because it follows the intent of the Riverfront Vision Plan.

Planner Johnson explained that variances were for numeric issues, like height limits, building width, and square footage. Conditional Use permits allow a specific use under certain conditions if criteria for approval have been met. The use must be listed in the code; it is not a use that is added after the fact.

Director Estes said height could be limited to bank height and a variance could be granted to allow something higher. Usually, variances are requested when there are extenuating circumstances. He confirmed that Staff would present some recommendations at the next Planning Commission meeting on June 24, 2014. He would like to get documents from the Port in advance so they could be included in the Staff report.

Commissioner Gimre said he had commented that 12-foot high buildings might never be built. It is ludicrous to say that he was suggesting this statement be included in the wording of a document and he did not appreciate this accusation.

President Nemlowill asked if the Planning Commission unanimously agreed that over-water building heights should be limited to bank height and the Port property should be considered separately, while still reflecting the values as outlined in the Riverfront Vision Plan. Commissioner Fitzpatrick did not agree.

Staff understood there was not a consensus among the Planning Commission, but believed they had all of the information and direction they could get for the time being. Staff would prepare a recommendation for the Planning Commission to respond to.

President Nemlowill thanked the audience for speaking, noting that the Planning Commission was listening to their comments and concerns. She continued the public hearing to June 24, 2014 at 6:30 pm. and reminded that any comments about this application needed to be done at the meeting.

City Attorney Henningsgaard clarified that the Commissioners were entitled to visit the property, speak to constituents, and conduct their own investigation because this was more like passing a law, as opposed to a judicial matter.

REPORTS OF OFFICERS/COMMISSIONERS: No reports.



**ADJOURNMENT:**

There being no further business, the meeting was adjourned at 9:27 pm.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Community Development Director /  
Assistant City Manager

DRAFT



ASTORIA PLANNING COMMISSION MEETING  
Astoria City Hall  
June 24, 2014

CALL TO ORDER:

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

ROLL CALL:

Commissioners Present: President Zetty Nemlowill, Vice President McLaren Innes, David Pearson, Thor Norgaard, Kent Easom, Peter Gimre, and Sean Fitzpatrick

Staff Present: City Manager Pro Tem/Community Development Director Brett Estes, Planner Rosemary Johnson, and City Attorney Blair Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

APPROVAL OF MINUTES:

ITEM 3(a): May 6, 2014

President Nemlowill asked for approval of the minutes of the May 6, 2014 meeting. Vice President Innes moved that the Astoria Planning Commission approve the minutes as presented; seconded by Commissioner Easom. Motion passed unanimously.

PUBLIC HEARINGS:

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

ITEM 4(a):

CU14-07 Conditional Use CU14-07 by Jim Ray, Board President of the Astoria Rescue Mission, to locate a semi-public use as a two-unit family Mission facility in an existing single-family dwelling at 64 W. Bond in the R-3, high density residential zone.

ITEM 4(b):

V14-05 Variance V14-05 by Jim Ray, Board President of the Astoria Rescue Mission from the required 4 off-street parking spaces to provide zero parking for a two family Mission facility at 64 W Bond in the R-3, high density residential zone.

President Nemlowill requested that public hearings for Items 4 (a) and (b) be conducted simultaneously, as both applications were by the same Applicant. She asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. She asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare. Hearing none, she asked Staff to present the Staff Report.

Planner Johnson reviewed the written Staff Reports. No correspondence had been received for either application and Staff recommended approval of both requests with the conditions listed in the Staff Reports.

President Nemlowill called for questions of Staff. Hearing none, she opened the public hearing and called for a presentation by the Applicant.

Jim Ray, Board President, Astoria Rescue Mission, PO Box 294, Hammond, OR, 97121, said the Rescue Mission had no objections to the Staff Reports or the Findings. The Staff Reports were well written. He offered to answer questions.



Commissioner Pearson asked if the building needed major or superficial improvements. Mr. Ray replied the building needs a new foundation, a new roof, and complete interior renovation. The building has not been maintained for years.

President Nemlowill called for any testimony in favor of, impartial to, or opposed to the applications.

Lorrie Durheim, 398 Atlantic, Astoria, asked how tenants parking in Warrenton would get to their vehicles. She also wanted to know if the building/parking was secure.

Mr. Ray responded that the mission has a van that is used to transport people to the hospital, doctor's appointments, church, pharmacies, and other appointments. Residents that need to park at Gateway Church in Hammond would be followed to the church in the van, and then brought back in the van. Residents would be taken back to their vehicle in the van when necessary.

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

Commissioner Pearson said the applications appear to meet all of the criteria that the Planning Commission has been asked to review. He supported both applications.

Commissioners Fitzpatrick, Norgaard, Gimre, Easom, and Vice President Innes agreed. Commissioner Gimre added that he has never heard anything negative about the work that the Rescue Mission has done. This is an opportunity for a house to be rehabilitated and he fully supported the applications.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff Report and approve Conditional Use 14-07 by Jim Ray, with Conditions; seconded by Commissioner Fitzpatrick. Motion passed unanimously.

Commissioner Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff Reports and approve Variance 14-05 by Jim Ray, with Conditions; seconded by Commissioner Norgaard. Motion passed unanimously.

President Nemlowill read the rules of appeal into the record.

#### ITEM 4(c):

A14-02      Amendment A14-02 by the Community Development Department, City of Astoria, to amend the Development Code and Zoning Map to implement the Riverfront Vision Plan in the Civic Greenway Area (16<sup>th</sup> to 41<sup>st</sup> Streets, Marine Drive to the Columbia River); add Compact Residential zone; add Civic Greenway Overlay zone; add clear and objective standards for residential development; renumber several zones and overlay zone; miscellaneous related changes with the new Code references; and rezone the area on the north half of the blocks between Marine Drive and the Columbia River from 30<sup>th</sup> to 32<sup>nd</sup> Streets from the C-3 (General Commercial) zone to CR (Compact Residential) zone. The City Council meeting is tentatively scheduled for July 21, 2014 at 7:00 pm in City Hall Council Chambers. This item was continued from the May 27, 2014 Planning Commission meeting.

Planner Johnson reviewed some highlights and changes in the written Staff Report and direction Staff received from the Planning Commission at the May 27, 2014 meeting. She handed out copies of the changes made to the draft at the dais. Page 13, Item C.2 contained a typographical error and should read "The maximum width of an individual overwater building located greater than 500 feet from the shoreline shall be a maximum of 50 percent of the total parcel width (measured along the parcel frontage adjacent to the Columbia River) or 150 feet, whichever is less." She noted that Tim Ramis' letter discussed the East End Mooring Basin Master Plan, but the Port does not currently have a master plan for the area that has been submitted to the City. Therefore, it is premature to include the master plan in the ordinance. Staff is recommending that the Port work on a master plan outside of this amendment process. Once a plan is adopted, the Port can come to the City to work on integrating the plan into the Code and/or make any necessary amendments. After the public hearing, Staff would like the Commission to respond to the following:



- If overwater building heights are limited to the bank height, does the Commission want to limit the restriction to no variances in the future?
- The exact location of the potential overwater development above the bank line, which Staff has recommended be located from 35<sup>th</sup> to 39<sup>th</sup> Streets and at 500 feet from the shoreline.
- Two pieces of correspondence were received, the letter from Mr. Ramis included in the Staff Report, and a letter from Annie Oliver. Staff recommends the Planning Commission recommend that the City Council approve the amendments.

President Nemlowill called for questions of Staff. Staff responded to Commissioner's questions and concerns with these comments:

- The Code currently allows potential development of the East End Mooring Basin area for grain terminals, coal and oil terminals, and cold storage. More research would be needed to determine if a liquefied natural gas facility would be allowed, which was mentioned in a document prepared by Port of Astoria representative Attorney Jordan Ramis. These uses would still be limited to height and mass restrictions in the new Code.
- Page 7 of the Amendment Request document cited Comprehensive Plan language that stated major Port development would be encouraged at the existing Port docks and East End Mooring Basin. Many of those Comprehensive Plan sections were written in 1982, and then amended in 1986. The Port had two major holdings, the west docks and the East End Mooring Basin. North and South Tongue Point were not under Port control at that time. At the time that language was written, it was envisioned that the two largest Port areas would be the West end and Tongue Point areas and the Comprehensive Plan acknowledged that the Port had control of the East End Mooring Basin. The Plan did not specifically state what could be developed.
- The A-2 zone, which is the overwater area between 17<sup>th</sup> and 21<sup>st</sup> Street, currently allows professional and business office, personal service establishments, residences, and arts and crafts studios as conditional uses. These uses are limited to upper floors because the building must have approved commercial or tourist-oriented uses on the ground floor. Up to 25 percent of the ground floor can be used for the business and residential uses. These uses would be eliminated from the Civic Greenway Area, but other A-2 zones elsewhere in the City would retain these uses.
- The Gateway Overlay Zone would still be applicable within the Civic Greenway Area because the Gateway Overlay Zone has its own set of standards and its own design review criteria. The Civic Greenway Area overlaps some of the Gateway Overlay Zone. The design guidelines between the two areas are similar, but the overlap will put a few more restrictions on the Gateway properties, such as the setbacks and some building setbacks being proposed for on-land development standards.
- Home stay lodgings are being considered as a conditional use in the Compact Residential zone. However, the intentions for the neighborhood are affordable housing for working Astorians. This use could be removed if the Commission believes the area should not have any transient lodging. Home stay lodgings would be restricted to owner occupied, one or two bedroom dwellings.
- Transportation issues have not been included in the Compact Residential zone section of the Code because it has been addressed in the Transportation System Plan (TSP). Requirements for connections from developments within a certain distance of transit to transit facilities have been included in the TSP. Those requirements apply throughout most of the City. The proximity of subdivisions to transportation facilities and routes are considered at the time of development.
- The Planning Commission had been divided on the decision to include the allowance of overwater eating and drinking establishments in the Code. Staff kept the use in the Code, but added more restrictions, because clear and unanimous direction was not given by the Commission.
- Generally, variances are from numeric values. However, the proposed amendment includes a variance process from development that is restricted to below bank height, which is not a numeric value. Staff believed it was important to specifically state whether a variance was allowed to avoid future misinterpretations.
  - President Nemlowill stated that she hoped to hear from the public about the variance process because it was an important issue.
- Height restrictions for on-land development would apply to the vacant commercial property in Mill Pond along Marine Drive. The new height restrictions would be a reduction from the current allowable height, which is 45 feet. Staff understood that the Planning Commission wanted the remaining vacant lots to be reduced in height.
- The Recommended Native Plant List was reviewed by several people who deal with street trees as well as the Columbia River Estuary Study Taskforce (CREST), who reviews shorelands and native vegetation. President Nemlowill wanted to ensure that the trees conformed to size standards.



- Handrails on gangways and walkways must be at bank level, so the walkway would need to be stepped down from the bank level. Planner Johnson displayed a graphic showing two examples, Pier 39 and 36<sup>th</sup> Street causeway to the East Mooring Basin and noted that an exception for handrails could be included in the amendment.

Matt Hastie, Angelo Planning Group, 921 SW Washington, gave a PowerPoint presentation, which included a summary of the May 27, 2014 Planning Commission meeting. He noted that most of the proposed amendments are limited to the overwater development standards. He briefly reviewed these proposed overwater development standards, showing graphics that demonstrated examples of the standards. A local arborist and CREST reviewed the proposed tree species in conjunction with the rest of the Code amendments; however, he did not confirm whether the heights of the tree species would comply with building height limits. Criteria for the trees on the list include species that were not super tall and species that were columnar. The intent was to prevent planting trees that would block views of the river.

President Nemlowill opened the public hearing and called for testimony in favor of the application.

Elizabeth Menetrey, 3849 Grand Avenue, Astoria, said that like Planner Johnson, she has been involved with this project since 2007. She noted that no consensus was received from the Planning Commission that the eating and drinking establishments were desired, but they felt out of place to her. She was unclear about the variance from the bank height. However, she was happy and believed this was the closest the City has been to something that is really in harmony with the spirit of preserving open water. Many people have talked to her about the ordinance and she believes she represents many of these people. She reiterated that she was happy with the proposal.

Planner Johnson explained that the Planning Commission needed to clarify for Staff whether they wanted to include variances to the bank height restriction in the Code.

Michael McCusker, 757 27<sup>th</sup> Street, Astoria, stated he was confused as to whether he was for or against the amendments. He read his written statement into the record, and gave a copy of his statement to Staff. He stated that it is essential that the City preserve the people's right to public use of the Riverfront. He did not want to see condominiums, cruise ship docks, aquariums, hotels, restaurants, etc. on the Riverfront. He stated that limited views from these facilities was not what was envisioned by the Riverfront Vision Plan as waterfront views. He believed a park atmosphere was the best use of the Riverfront.

President Nemlowill reminded that this portion of the public hearing was open to those who wish to speak in favor of the application.

Chris Farrar responded that Mr. McCusker's comments were the most favorable the Planning Commission would hear.

Cindy Price, 1219 Jerome, Astoria, said she felt a little like Mr. McCusker, but more like Ms. Menetrey. She believed that with some exceptions, Astoria had the best of the worst set of Codes. She encouraged the Planning Commission to refrain from implementing variances and implement President Nemlowill's suggestions into the Code. Her neighbor was surprised to hear that she had been attending Planning Commission meetings because implementation of the Riverfront Vision Plan has not been in the paper. Most Astorians who have known about the Riverfront Vision Plan have been very concerned about potential development on the river, particularly in the Civic Greenway Area, which she has come to love for its vast open spaces over the last seven years as she engaged in the Plan. Her neighbor thought the Riverfront Vision Plan had been put to bed years ago and was concerned that the river would be taken away from the citizens. Ms. Price told her neighbor there was talk about development on the river, like the Cannery Pier Hotel. The neighbor indicated that while she liked the hotel, she would not want more overwater development. Ms. Price believed this spoke to the types of exceptions being discussed. Stay below river bank height and do not allow variances. Shel Cantor and Ms. Menetrey's presentations at previous meetings were heartfelt and data-rich. She wanted to add to those presentations by bringing attention to the landscaping. She did not spend a lot of time looking at the trees because she believed European horned beams and sugar maples easily grow in this area up to 90 feet and are very wide. She understood the value of native plantings. She is a Master Gardener and has spent many of the last 16 years digging up plants in her own garden that she believed would be cool, but turned out to be thugs. Some of those plants are on the list of recommended shrubs to be planted on the river side of the River Walk at a maximum of three feet high. Most of the plants on the list start at three feet. The Ribes Lobbi stops at about six



feet and most of them get as much as 28 feet high. The plants sucker prolifically and produce colonial thickets. Many produce beautifully colored berries that birds adore, eat, and deposit the seeds in yards, which have to be dug up. All of the shrubs on the list require a lot of maintenance, at least semi-annually. Almost all of the shrubs on the list will require some digging up because they will get so enormous, and she doubted digging was wanted on a riverbank. She urged the City to re-examine and extensively revise the shrub list because this is all about details. The same goes for the herbaceous grasses and ground covers list. Everyone should be wary of common firewood, horsetail, clasping arnica, sharp tooth angelica. These plants are not what the City wants. One aspect of open views of the river that she considers supremely important is the riverbank, the ebb and flow of the tide, the hide and seek the tides play with the rocks, piers and artifacts, and the slap of water made by the wake of a passing ship. She wants to see and hear all of these things and they need protection.

Robert Clark, 145 2<sup>nd</sup> Street, Astoria, said that implementation of the Civic Greenway Area would either be a feature or a problem for the sea lions in the East End Mooring Basin.

President Nemlowill believed Mr. Clark needed to address a different commission with his concern. Mr. Clark responded that the Civic Greenway Area would include the East End Mooring Basin. He wanted to know if this would be considered a feature or a problem since the sea lions would be in the East End Mooring Basin.

Director Estes explained that the City of Astoria had no control over how the sea lions were managed and where they congregate. State agencies deal with those issues. The zoning process did not include reviews of sea lion habitat.

Mr. Clark asked if the dwellings in the area would be floatation based.

Director Estes said no, that pilings would be driven and dwellings would have to comply with all Federal and State statutes for overwater development. This is required for any work done along the Columbia River.

Jan Faber, 3015 Harrison Avenue, Astoria, asked for clarification on the height requirements for on-land development on the river side of the River Walk. He wanted to know if the bank height restriction was only for overwater development.

Planner Johnson confirmed that only overwater development was proposed to be restricted to bank height.

Mr. Faber said he didn't mind the look of the buildings on either side of the walkway out to Big Red, but if those buildings lined the shoreline all along the River Walk, it would not matter what occurred over the water because the water could not be seen.

Planner Johnson explained that the bank height restriction would not affect buildings on the land north of the River Trail. However, there are very few areas, if any, that would have enough land to support a building not partially over water. She believed the existing building near Big Red was partially over the water because it was built on pilings.

Mr. Faber stated that it makes no sense to allow development of this land and attempt to preserve views by limiting overwater development to bank height. He suggested the City conduct an inventory before the amendments are adopted to determine which parcels are open for building, even a one-story building. Otherwise, preservation means nothing. He asked if overwater development was allowed to be 500 feet out and 28 feet high. Planner Johnson said the only place 28-foot high buildings, 500 feet out, are being recommended is between 35<sup>th</sup> and 39<sup>th</sup> Streets. All other development would be limited to bank height. The Planning Commission could consider limiting development to bank height north of the railroad tracks, rather than just over the water, which would address Mr. Faber's issue of buildings along the bank. She showed a photograph of an existing building on the riverfront by Big Red (100 31st Street), noting that the building was partially supported by pilings.

Mr. Faber said after receiving the agenda packet, he wanted to express his appreciation to anyone who volunteers for commission work. The public attends the meetings when they are interested, but Commissioners are present even for things they are not interested in. Regardless of whether the public is for or against an issue, he appreciated the citizens who volunteer. He agreed that visitors are constantly appreciative of what Astoria looks like. He was sure that the Commissioners enjoyed that as well. The comparisons made in Mr. Ramis' letter are the reasons people live in Astoria and get off the cruise ships and walk around. This is not Chicago, Seattle,



or San Francisco. He was reminded of Waterfront Park in Portland, also known as Tom McCall Waterfront Park. Mr. McCall and a group of citizens fought against commercial development on valuable land. What they did and preserved is enjoyed by everyone that comes to Portland and by Portland citizens. Years after Mr. McCall and the group of citizens have passed, people go to the park and say, "Look what a wonderful thing". By preserving the area for the future, people who come to town years after the Planning Commission and their children are gone will remember that this is what the Commission preserved for posterity. He urged the Planning Commission to preserve the area. He stated he was always worried about restrictions that offer the opportunity for exceptions. The next Planning Commission or City Council could be pressured for exceptions and it is not possible to know the criteria. If the Commission is going to preserve the area, they need to do it without exception. He urged the Planning Commission to say no to variances from overwater height limits. He was interested in the exception for restaurants with fish processing plants and asked about its purpose. He was concerned about people wiggling around the preservation standards. He was unsure why the exception would allow a dock possibly with only two slips to have a restaurant. Astoria is not such a large city that someone would be unable to get to a restaurant from a marina. He preferred a preserved beautiful park through the entire area. Nevertheless, in view of competing interests, he believed the Planning Commission had made some accommodations. The Port and Floyd Holcom weighed in at the last meeting and it seems like the City Staff has come back with allowances for what they want to do. After looking at the list of things Mr. Holcom wants struck out of the ordinance, he believed Mr. Holcom wanted the whole riverfront. He believed the proposed amendments were a good compromise. He urged the Planning Commission to support the amendments with the restrictions for on-land development north of the River Walk.

Vickie Baker, 3015 Harrison, Astoria, thanked the Planning Commission and Staff for all of the hard work they have done. She wanted the Planning Commission to consider no variances which would be very important for preserving the area because wiggle room allows many things to happen later down the road. She opposed the eating and drinking establishments. There are many wonderful restaurants and people would appreciate keeping them in the downtown area instead of in the Civic Greenway Area. Removing the eating and drinking establishments would prevent people from building more than Astorians want built out on the water. She believed the list of recommended plants should be removed from the proposed amendments. The City should consider asking Master Gardeners to look at the landscaping because so many plants are listed and they may have some serious repercussions.

President Nemlow called for any testimony impartial to the application. Hearing none, she called for testimony opposed to the application.

Lorrie Durheim, 398 Atlantic, Astoria, stated she agreed with Mr. McCusker and Mr. Faber. Through the County and the Port, she has seen the variance problem, which puts fear in her heart that at some point someone will put on the pressure and build whatever they want on either the north or south side of the River Walk. She believed the City needed to be very careful about this. She understood that the Planning Commission was trying to be fair, but the Commission really needs to preserve the area. Astoria is unique. Does Astoria want to become like Malibu or someplace where the ocean or a river cannot be seen without going down a little view corridor? She was surprised about the liquid natural gas (LNG) and knew this would not happen, but once the view is gone, it is gone and will never come back the way it is. Astoria has wonderful hotel and building renovations that are so important to the City's future. Astoria will either preserve the riverfront or allow room for people to maneuver and do what they want for economic gain. She knows Mr. Ramis, the Port's attorney, and she has been fighting against LNG terminals, whether import or export, for almost ten years. Mr. Ramis was one person supporting the people who want this development here. She does not trust Mr. Ramis.

Floyd Holcom, 652 Alameda Avenue, Astoria, said he lives on the south slope of Astoria and owns a building at 100 39<sup>th</sup> Street called Pier 39, formerly called the Hanthorn Cannery Foundation since 1875. He is not in favor of the ordinance whatsoever. As citizens, everyone must try their best, tell the truth, and give everyone what is believed to be the right way to do things. Being born and raised in Astoria, he had some great founding fathers. Duncan Law was his Scout Master in Boy Scouts. He looks at ordinances critically because they are law. So, he agreed with everyone who had spoken for or against this application. He believed several comments about economics and the environment were true. However, when it comes down to the ordinance there is a different perspective. People like Mr. Ramis are hired because no one out there is smart enough to really figure out the law the citizens just asked City Council to approve. The citizens really do not know how the law affects them. He was part of the Astoria Riverfront Vision Plan, but had to ask to attend because he was never invited. Many of the things he proposed never made it into the Plan. However, the City gave him the Dr. Edward Harvey Award



for renovating a building over the water at the end of 31<sup>st</sup> Street. He has never received the award for Pier 39. He is a developer, but was offended by the names that Mr. McCusker called developers. Every dime he has made from his tenants at Pier 39 over the last ten years has gone back into the building; he has not made a dime. He believed the issue was getting off track because the facts were not facts, the citizens were presenting emotions to the Planning Commission. The Planning Commission must make a decision to send an ordinance, a change in the way Astoria does things, to City Council. He was opposed to the ordinance going to City Council. He moved his family back to Astoria so he could invest all of his funds in the community. He could count how many buildings he remodeled back to their historic significance. He wanted the Planning Commission to pass the ordinance between 16<sup>th</sup> and 31<sup>st</sup> Streets. But between 31<sup>st</sup> and 40<sup>th</sup> Streets, he was opposed to changing things midstream of someone with dreams who is trying to work on things. George Brugh has been working down there all of his life. Many people said it was great when Safeway bought several vacant properties because Safeway puts a lot of money into the school. This is not included in the Staff Report because no economic analysis on the benefits of development was completed. The Staff Report and newspapers indicate that developers are bad people trying to take the views and stop issues. This is not true; he was present to tell the facts. He just returned from the east coast on Wednesday, and Mr. Ramis had to tell him that another meeting was scheduled for Tuesday because the City never bothered to let him know the hearing had been continued. Safeway, on 33<sup>rd</sup> Street, puts in over \$100,000 in taxes, almost \$40,000 of which goes to the school district and \$50,000 to the City of Astoria. Safeway bought the water lot in front of its store and there are pilings in that water lot. He was happy when Safeway was going in because he felt lonely down there in an old cannery that did not have a road. When Safeway began pounding pilings, there was no road to Pier 39 and it was all dirt. The Staff Report does not state that at that time, he asked Doug Tindall of the Oregon Department of Transportation (ODOT) to provide a grant for the City of Astoria to build a road out to Pier 39. ODOT provided \$550,000 and a turn lane into 39<sup>th</sup> Street. The City of Astoria did not pave this road; he had to ask the State for the road. The State said the City had to sponsor the project. He and his partners decided they needed to make the money back because roads cost money to develop. The developers who built the condominiums went bankrupt. Many people do not like the condominiums and he was not in favor of the design. When no one rents from you, or puts in a road, or a Coffee Girl, there is no money to renovate your historic building. These economic generators must occur. The City of Astoria did not invite him to put in a Coffee Girl and no one told him how to do what he does. He did it because he is an entrepreneur that wants to enhance the economic viability of a portion of town that was bad. He recalled the RV park owned by Mr. Brugh, noting that police reports indicated drugs and prostitution were occurring in the park. This is not stated in the Findings of the Staff Report. He purchased the RV park and decided to move all of those people out, get rid of the trailers, and make it reasonable for other families to move in and get rid of the drugs and prostitution. The City never asked him to do this. In fact, Planner Johnson told him he could not have a RV park in that location. Mr. Lovold, who was alive then, wrote him a letter informing him that the RV park was grandfathered into the Comprehensive Plan, according to Paul Benoit. The RV park is still in the same location. He had to attend the last meeting to defend himself again and retain attorneys. He questioned how many people had read the Development Code and Comprehensive Plan, calling for a show of hands. He read all of both documents on his vacation. The statement at the end of the letter that states this ordinance meets the Comprehensive Plan and the Development Code is false. He asked if the Planning Commission was going to send a false document to City Council for approval. The Code amendments need a lot of work. If the Planning Commission had approved the document at the last meeting and sent it to City Council, he would have had to go to City Council to defend his position. Pier 39 would have been non-compliant. Discussions about this issue indicated that the draft was supposed to change, but if he had not read the document or received a phone call about the continuance, he would not have caught that the building he just spent millions of dollars renovating was non-compliant. His bank would have called the note and the Division of State Lands would have required him to tear the building down. He suggested the Commissioners read an email he received from the Division of State Lands (DSL) if they did not believe him. The email states that if he does not renew his DSL lease in 9 ½ weeks, his building would be non-compliant and he would have to remove the historic building from the waterfront. Why do property owners who spend their life's earning have to defend themselves? When property owners read about the property at the time of purchase, considering all of the Codes and agreements in existence at that time, why do they need to come back and defend themselves over an ordinance that did not exist when the property was purchased? He was sure the people speaking after him would say the same thing because they are property owners. Many people received notices to appear at this meeting or read about the meeting in the newspaper. However, property owners east of 35<sup>th</sup> Street never received notices that their property would be affected by the discussion at this meeting. Anyone who owns property at the end of 39<sup>th</sup> Street or who is involved in this process should have received a notice from the agency that has proposed the ordinance. When your neighbor plans to paint their house, you get a notice. When zoning changes are made, property owners are required to receive a notice. If a developer is building something outside of the Code, you



are supposed to get a notice. He could tell that some people in the room were unhappy with him, but this was one of the great things about being an Astorian. Astorians were raised to just act with the knowledge that some people would not be happy about what was being done. He and his family own NBSD, LLC, which owns or controls 28.91 acres within the zone between 35<sup>th</sup> and 40<sup>th</sup> Streets, making him the largest land owner affected by the zone. He asked Planner Johnson to display the photograph of Pier 39, pointing out two water lots just north of the RV park. In the last eight months, the consultant never called him to talk about what he might want to do on those lots. He has never spoken to the consultant about Pier 39 Marina and no one from the City has contacted him. He was surprised to see that he could not build anything within 500 feet of the shoreline. He is now reading about this for the first time, yet the ordinance is being sent to City Council. This is not fair. He does not plan to build any buildings on these lots, but he would like to have known what people do with property he owns. One great thing about being an American is that when you own property, you want to feel like you really own it, but he does not. He has been very proactive. He knew there had been discussions about development. When development of Pier 39 began, it was called Pier 39 and Fisherman Suites. He noted the Port is the second largest land owner between 35<sup>th</sup> and 39<sup>th</sup> Streets. Safeway and his colleagues own the next largest portion of land in this area. He did not believe Safeway representatives were at the meeting. It would have been nice for them to attend because he would like to hear what they have to say. This is not just spot zoning, it is holistic development. Pier 39 and all of its tenants would not exist today if no one came down to visit. This year, Pier 39 had the highest amount of visitors during the Scandinavian Festival. The Development Code says that Astoria is going to enhance historical development by providing resources to enhance facilities and promoting areas for historical development. He is still waiting on this and had not heard from the City. Everything between 35<sup>th</sup> and 40<sup>th</sup> Streets has been done with private money on private lots. He has never received funds from the government and he never requested money from the City, yet everything has been returned to the community. One example of this is the K. Patel Hilton Hampton Suites Hotel. Pier 38 Marina and RV Park was his wholly owned subsidiary when K. Patel asked him what he planned to do with the water-logged lot. He had no plans at the time as funds were limited, so Mr. Patel offered to build the hotel. He spent \$140,000 of his own money going through reviews and zone changes to build the hotel. K. Patel paid \$22,671 in property taxes to the school district in 2013. This is not very greedy. K. Patel spent \$37,000 going directly to the City of Astoria for taxes. K. Patel's total taxes for 2013 was \$89,671 and his water/sewer expenditure for the year was close to \$30,000. He believed he paid about \$3,000 for water and sewer service, which was a horrible amount. These development costs were not included in the Findings. The Planning Commission is making a decision based on issues for which the facts are missing and on cherry-picked items, regardless if anyone will have money to build over the waterfront. He had to come to the Planning Commission at the last meeting to say that a building 12 feet high would only rise 3 feet above Pier 39 because of the mean high high water line. He did not see this in the revised copy. There is so much detail in the economic reports that are supposed to be included in the ordinance that the Planning Commission is taking on more than they can chew, especially between 16<sup>th</sup> and 40<sup>th</sup> Streets. He loved the Gateway Zone Plan and thought it was great when it passed. The area included the museum and parks. The new Comprehensive Plan and the proposed ordinance say the City wants to move that all the way down to 40<sup>th</sup> Street. If that was true at the time the Gateway Overlay Plan was developed, he would not have been able to remodel his building at 31<sup>st</sup> Street that won the Dr. Edward Harvey Award. At the time, the zone line cut the building in half, so he asked which zone he was in. This was his first time in front of the Planning Commission. As a property owner, he wanted both zones. He believed a tie went to the owner, which was naive. Paul Benoit was the Planner then, and he wrote both ordinance Codes in for his property and allowed him to have both S-1 and S-2 zones. This was not a very big deal, but it cost him a lot of money to get permission to remodel the building and put an in office. This was not done with government money either. He asked the Planning Commission to move forward with the ordinance as they see fit because he did not see anyone complaining from 16<sup>th</sup> to 31<sup>st</sup> Streets. However, he believed the Commission should give him some time to regroup and figure out what to do as a property owner between 31<sup>st</sup> and 40<sup>th</sup> Streets. He has great things planned and has not done anything wrong yet. He purchased the lot where the third condominium is because he did not want to see another one of those buildings go up; the second building looks horrible. This is what entrepreneurs do; they take a risk and try to do things that make things right with what their friends and colleagues encourage them to do. This is what community is all about, but the Planning Commission is not giving him the chance to be a part of the community by planning things without his review. He stated that the City should not do any plans without his review. He must run down to City Hall and try to defend himself at the last minute, which is not fair. If the Commissioners were in his position, they would likely question what is going on. He was never involved in the grant given to the City of Astoria by the State Department of Transportation to create this ordinance and neither were any of the other property owners who should have been consulted. He was not part of the 500 foot restriction proposal. The reality is that he must make this work for his 28.6 acres on the east side of Astoria. He would like to see a marina and a floating restaurant. He would like to see anyone with an idea come to attract



more people. Visitors have already seen downtown and they want to see something else when they come out to Pier 39. This is what is great about the economic development of a community, the holistic approach that allows people to go to different areas of a community and enjoy it. Spot zoning like this takes away the innovation of the investors that the City needs to bring a return on the investment in the economic development of the community. He was glad to say that he has had a major positive impact in the economic development of Astoria and to the taxation of Clatsop County. Together, with the City and some of its zone changes, which was seen as spot zoning back then, he was able to increase property taxes. There has been no ill will or intent and no one will build an LNG plant in front of Astoria. However, if his dock was two feet longer he would pull a cruise ship up to Pier 39. He knows he can pull up a cruise ship in the East End Mooring Basin and believes it would be great. Cruise ships only show up two times each year, but this is not in the Staff Report. The economic potential is not in the Staff Report. The only thing in the Staff Report is what cannot be done, which is not fair to the innovators, investors, and citizens in the community. He did not understand why eating and drinking establishments were such a big deal. He has some retired friends that like coffee shops and he believes coffee shops are great. He asked if anyone would come to a floating coffee shop. He would not be allowed to put a floating coffee shop off the East End Mooring Basin. Let's not say what we cannot do, let's say what we can do. If it gets bad, he believed Planning Commission meetings would fill up with twice with people and attorneys would get involved again. Let's not restrict development. Everyone likes the idea from 16<sup>th</sup> through 31<sup>st</sup> Streets. Allow property owners who own property between 31<sup>st</sup> and 40<sup>th</sup> Streets to regroup because they have too much money invested. He will be economically impacted if this ordinance passes and he does not know what he would do. Who could he call to ask for continued investments when there are so many restrictions? You don't tell an artist he can only paint in one color. This is the reality and the truth. There are many things in the current Staff Report that are not true. If the Planning Commission wants the details, the Commissioners should attend the City Council meeting because then he will show what the untruths are. He believed that if the Commissioners read the Development Code, they would direct Staff to do more work and discuss economic impacts with property owners east of 40<sup>th</sup> Street.

President Nemlowill asked Director Estes to address Mr. Holcom's concerns about notifications of the public hearing. Director Estes stated that he had a copy of the notice of the first public hearing that was mailed to Mr. Holcom, NBSD, LLC.

Mr. Holcom said he did not receive a notice about this meeting. Director Estes explained that this meeting is a continuance of the first public hearing; therefore, another notice was not required.

Mr. Holcom understood that the notice was not required, but he was still a property owner. Director Estes noted that Mr. Holcom and his attorneys were present at the last meeting. The City is in compliance with the law for continuing the public hearing. He did not need to go into detail about the other concerns because City Staff had different positions on those matters.

Planner Johnson noted for the record that every condominium owner, every resident at Mill Pond, and every property owner from 15<sup>th</sup> Street to 42<sup>nd</sup> Street and from the water to across Marine Drive were mailed a notification for the first meeting. Once a meeting is continued, the announcement is made at the meeting. This is all that is legally required. She referred to comments about existing buildings on land and noted that those buildings would still be allowed to develop under the current proposed draft, such as Safeway. Safeway is on land and is less than 28 feet tall, so it fits within the Code amendments being proposed. At no time was Pier 39 considered a non-conforming use. The change in the draft Code that was made was the inclusion of the statement that the two existing buildings would not have to comply with the walkways and some of the additional requirements of the new Code for restoration and renovation. All of the existing uses were always allowed and considered conforming in the drafts. The proposed amendment states the buildings would not have to comply with some of the design review features for restoration and renovation.

President Nemlowill called for a recess at 8:21 pm and reconvened the Planning Commission meeting at 8:26 pm.

President Nemlowill stated that during the recess, a couple of people suggested a time limit for public comments be implemented. She believed this was a good idea, but also believed it was important that everyone gets the chance to say what they need to say. She stated there would be no time limits on public testimony and asked the public to stay on topic. She called for testimony opposed to the application.



George McCartin, 490 Franklin Avenue, Astoria, said it appears that over the years and more recently, many people have put many hours into the River Walk and are now incorporating that into an ordinance. It seems as if the Planning Commission is on the right track, but has recently been getting sidetracked. He was concerned that development would be allowed in the Civic Greenway Area, despite this development being limited. By allowing restaurants and residences, the Commission is opening the area up to developers. He was particularly concerned about the conditional uses and exceptions included in the draft. He suggested the Commission be particularly aware of Goal 5 of the Oregon Statewide Planning Goals and Guidelines, which states that local governments shall adopt programs that will protect natural resources, conserve scenic, historic, and open space resources for present and future generations. Development was never mentioned in Goal 5. He was sure that the Civic Greenway Area fit within the mandate of Goal 5. Goal 7 speaks to natural hazards planning and predictions indicate that Astoria's coastal zone is overdue for a large earthquake. The goal states the local governments shall adopt comprehensive plans to reduce risk to people and property from natural hazards, including landslides, earthquakes, and tsunamis. When making final recommendations to City Council, the Planning Commission needs to pay attention to both of these Goals. He suggested the Planning Commission retreat, throw most of the amendments out, and present the ordinance without the amendments.

Shel Cantor, 1189 Jerome, Astoria, said since these meetings began in October, a one-story height allowance for new over river construction was fostered, so he was encouraged to see the change included in the current proposed ordinance. Bank height is what has been recommended. He thanked Mr. Faber for bringing up the distinction between north of the River Walk on shore, versus over the water. He said Planner Johnson had responded that it was not possible to make this distinction, which he supported. He did not understand why the distinction is necessary. The bank height restriction should be implemented from the River Walk to the north. If a building is 12 feet high from the riverbank, you don't see the river from the River Walk. The proposed ordinance includes the option to allow a variance from the bank height restriction. If the Planning Commission chooses not to allow variances, the Commission has complied with both of the two relevant criteria in the Riverfront Vision Plan for new overwater development. River vistas that maintain physical and visual connections to the Columbia River would be protected. Maritime related uses consistent with Astoria's working waterfront would be encouraged, like docks, piers, and marinas. Associated uses would also be protected, providing jobs and maintaining a historic connection to the river. If the Planning Commission chooses to allow variances from the bank height restriction, the riverfront will be left open to new construction that will block river vistas, changing the approved Plan by deleting its fundamental criterion to protect vistas. This argument justifies the selection of riverbank height with no variances allowed. Since these meetings began, no one has presented a cogent argument justifying how allowing the vistas to be blocked protects the vistas. He understood that some uses would require a real building higher than the riverbank, like hotels and restaurants. Those uses are currently included in the ordinance as conditional uses allowed on the north side of the River Walk.

Planner Johnson clarified that in some zones, on land uses on the north side of the River Walk would include hotels, restaurants, and professional offices. Some areas within this zone could have enough land for a small building. Director Estes added that the Code would not allow hotels over the water. The Code includes a provision to allow an overwater restaurant when it's associated with a marine-related use.

Mr. Cantor believed Director Estes contradicted himself. Director Estes stated that a hotel could not be built over the water and clarified that restaurants were being considered separate from hotels. The Planning Commission has discussed both sides of this issue, so Staff has included the proposed Code language for now.

Mr. Cantor stated he did not understand, saying the vistas will either be blocked or they will not be blocked. He did not understand why the distinction between hotels and restaurants had been made, unless he could see through a restaurant. Director Estes explained that the proposed height limitation from 16<sup>th</sup> to 35<sup>th</sup> Streets is bank height. He showed a photograph on the screen and explained that the area north of the white line (500' out from the shoreline) is the area that could potentially have a restaurant, but only if it were associated with a maritime-related use. This is also the only area proposed to allow development up to 28 feet high.

Mr. Cantor said this was the first time the exception zone was being proposed. He believed the exception zone was intended to be a suggested compromise based on comments made by Mr. Holcom and the Port's lawyer at the last meeting. The exception zone only benefits Mr. Holcom and the Port, allowing large buildings located well off shore. During the last meeting, he read sections of the Appendix of the Riverfront Vision Plan, reminding everyone of how much Astorians did not support the compromise already represented by the Plan. In the end, most people figured it was the best they could get. Since October, the community has been witnessing an



attempt to erode the Plan's one significant concession, protection of river vistas in the Civic Greenway Area. The exception zone is yet another compromise, which is not in the direction of what Astorians told the steering committee they wanted. He suspected that the exception zone offer was written before Mr. Ramis' June 18 letter arrived, which reveals that Mr. Ramis is not a good faith negotiating partner. Page 3 of Mr. Ramis' letter proclaims that among the highest and best uses of his client's properties are the coal and oil terminals and an LNG facility that Vice President Innes pointed out. He said he wondered if the diners at the Rogue Restaurant would appreciate their food being served blackened from coal dust. Page 7 of Mr. Ramis' letter referred to the prior proposed ordinance, which restricted development in the Civic Greenway Area to such a degree that the Port would be required by its fiduciary obligations to legally challenge the ordinance. Any compromise that the Planning Commission offers will not obviate a potential Measure 37 or Measure 49 claim. It is outside the purview of the Planning Commission to try to accommodate what amounts to legalized extortion. He said he hoped it was obvious to everyone that the treatise for Mr. Ramis should have been directed at City Council since the recommended revisions are tantamount to demanding City Council scrap their approved Riverfront Vision Plan, at least for the singular benefit of the Port and Mr. Holcom. The Planning Commission has been tasked by City Council to implement the approved Riverfront Vision Plan in its current form, not to change it. Therefore, the only correct approach here is not to implement any exception zone and refer Mr. Ramis to the City Council. Don't give away anything if you know it will turn out to be a rather major confrontation, discussion, and compromise. The 500-foot off shore requirement proposed for that zone is one granted variance away from being violated. If a developer asserts a financial hardship, the multi-story building moves closer to the shore or even on to the shore. This is why not allowing variances is so important. So far, the discussion has only been about not allowing variances from the bank height restriction outside of the exclusion zone. However, the Planning Commission has not achieved what they believed they have achieved, if the desire is to achieve a compromise like this in the future without variances. The 500-foot off shore and the trail extensions go away with variances. When the Planning Commission's decisions implementing the Riverfront Vision Plan are tallied, he hoped President Nemlow would urge everyone to present cogent arguments justifying their positions with respect to the Riverfront Vision Plan's relevant criteria, just as she would with any other application, especially the fundamental criteria to protect the river vistas. Without a cogent justification, giving an irrational or arbitrary argument or no justification at all would undermine confidence in what we are witnessing.

Mike Weston, Interim Director, Port of Astoria, said that although the Riverfront Vision Plan states to protect river vistas and maintain visual and physical connections to the river, it also states to encourage maritime related uses consistent with Astoria's working riverfront, such as docks, piers, and other associated uses. The proposed ordinance amendments are still in line with the Plan. The Port is asking for a balance, not an LNG plant, a coal terminal, or a shipping yard. The Port simply wants the leeway and flexibility in the Code to allow them to develop a Master Plan that will suit the Port's property and the surrounding properties goal of adding economic stimulus to the economy. The proposed amendments create a situation where 90 percent of the available land will be undevelopable. He did not believe this was a balanced approach. If 90 percent of his property is not developable, then 90 percent of the value has been removed from the property. A 70-foot view corridor has also been proposed. He believed that the causeway leading out to the breakwater is only about 40 feet wide. It does not make sense to set buildings back another 25 or 30 feet, as he would have to build additional docking to get around. There are still ways to maintain connections to vistas and views, like viewing platforms, keeping the area open to the public, while building a fisherman's wharf, implementing cold storage concepts and building trinket shops and restaurants; even allowing for the sea lions. He believed there was room for a compromise in this community. His job is to protect the public's infrastructure and investments. Therefore, he is willing to try to keep the sea lions off the public infrastructure docks. The sea lions can still exist and will remain in the area because they have lived there for 34 years. They will not be going away anytime in the foreseeable future, so we have to learn to live with this and deal with it in a sustainable manner. He had issues with building heights and widths, both on land and over water. He agreed that the ordinance should not include variances, which is the concept the Port would like to propose in their Master Plan. The Plan should be designed to fit in with what you want to do and the Comprehensive Plan should be designed in a flexible way so that options are still viable. He believed that the currently proposed restrictions really limited that viability and crushed the economic capabilities of the public's property in that location. He considered many of the uses optimal for tourists and local hubs and would fit well. Right now, there is a dead zone between 31<sup>st</sup> Street and Pier 39 because there is not a lot of economic development in that area except in the summertime when the fishermen take over everything. He would like to see more activity and foot traffic in that area, which could be accomplished by promoting it like a fisherman's wharf style development out on the East Basin causeway. This could include cold storage, a cruise ship terminal with a processing area at the end of the dock, some trinket shops, a way to see the sea lions, or ice houses for the fishermen. We need to stick with what Astoria was built on, which is a working waterfront.



President Nemlowill said she had previously asked Staff what the Port's position was at the inception of the Riverfront Vision Plan. Director Estes had responded that the Port wanted to maintain its property at the East Mooring Basin. She noted that when Mr. Weston began coming to the meetings, he had not mentioned anything about a fisherman's wharf or a Master Plan, but just asked that some development be allowed at the Port. The Planning Commission had been interested in learning more about the Port's plans, but it seems like since then, Port staff, not elected officials, have begun to come up with plans. She believed the Staff Report and recommendation was reflective of the Commission's direction provided after listening to the public, who want to protect access, and to the Port, who wants to have some economic viability potential. She asked Mr. Weston if the Port's desires have changed and evolved through this process. As a citizen, she wondered who paid the lawyer for the 29-page letter, which represents public and private interests. This bothers her and leads her to question the Port's credibility.

Mr. Weston stated that this has been a group effort. Everyone from 31<sup>st</sup> Street on down has a viable issue with this ordinance. The Port has been talking to and coordinating their efforts with these people. He did not believe there was anything wrong with this. Everyone has something at stake here and the Port has worked with Mr. Ramis to figure out a way to come up with a viable option that allows the Port to preserve its capabilities on their property. Currently, the Port has about 20 to 25 acres over the water and about another 10 acres on land. The Port has considered its options for the entire area. Substantial development could be possible, but he did not foresee this happening. Those developments are more likely to occur at Tongue Point, but the Port still needs to protect the viability of those options. His job is to protect that public investment, which currently has no height or building restrictions. The Port could build anything they needed to create jobs and a rolling economy for Astoria. Adding restrictions means those options go out the window.

President Nemlowill said she understood the Port's intent to protect economic viability of public property, but she still wanted to know if public or private funds paid for the legal work. The letter represents both public and private interests.

Mr. Weston stated the costs were shared, which he believed was appropriate because the Port must team up with its partners for potential developments. He was unable to give specific details about what the Port has been developing because he is bound by a confidentiality agreement, but said there are potentials for the property and the Port needs to be considered.

Tim Ramis explained that his letter, which was included in the Staff Report, addressed questions asked by the Planning Commission at the last public hearing, describing their vision for potential development and reflecting their ideas for major Port development done in partnership with area property owners. The letter agreed that the Planning Commission had the authority to tailor regulations within the area to different purposes in different areas, and described sample regulations that attempted to strike more of a balance between preservation of views and economic use particularly of public lands in the area. One part of his draft included enhanced design review, which takes Staff's current approach and increases the level of discretionary design criteria by replacing some of the more prescriptive numeric standards. The second part of his draft proposes to put the burden on the property owners to develop a master plan that is put through the public process. He said Staff's introductory remarks slightly mischaracterized this plan district by saying that the Port is asking the City to approve a plan it has not seen yet. However, this is not the case. The Port is asking the Planning Commission to put a Code provision in place that authorizes property owners in the area to come forward with a plan, apply for approval of the plan, and then work with the City to develop regulations that the City would adopt to implement the plan. The proposed enhanced design review changes have to do with using setbacks in the buildings as a way to protect views along the waterfront, rather than Staff's proposal to place buildings 500 feet out into the water. The intent is to bring the public into these uses, drawing them to the waterfront. However, putting major development 1 ½ or more football fields away would be antithetical to creating pedestrian-related energy that would invite people to the water. His proposal also suggests developers be required to create public spaces and public access so that people can enjoy the water in ways other than just from the trail. He asked the Planning Commission to consider the Port's suggestions. If the Planning Commission chooses to move ahead with the regulations from 30<sup>th</sup> Street to the west, the Port asked that the City delay implementation of the regulations from 30<sup>th</sup> Street to the east so that the Port can work with Staff to refine the proposal. He stated he wanted to set the record straight after hearing a specific attack on his firm, noting that he has represented public interests before planning commissions for the past 42 years. During this entire time, neither he nor his firm have represented LNG interests. His firm's current job is to represent the regulator that denied an LNG application, who is in litigation



and under attack from LNG applicants. He was unsure how the confusion occurred and reiterated that while his firm is involved in litigation, they do not represent LNG interests.

Commissioner Pearson asked how long the Port would need to develop a Master Plan.

Mr. Ramis stated he did not have the authority to commit his client to a specific timeframe. In other Plan districts and Master Plan projects he has been involved with, the applicants have usually taken about a year to develop a Plan. The process continues until there has been enough public consensus to move ahead. He confirmed for Commissioner Pearson that developing a Master Plan would take a minimum of one year.

Dr. Ted Forcum, 3990 Abbey Lane, Astoria, said he owns commercial spaces in the Cannery Loft Condominiums and three residences in Clatsop County. He noted that Mr. Ramis spoke eloquently. He believed everyone was fearful of change, which is a normal and a natural instinct. He understood that the community does not want to see change because the community is so beautiful. However, he believed in the basic premise that your environment imposes demand on you, whether it is environmental or economic, and you must adapt to the environment in order to thrive. Systems that do not adapt will cease to exist. Therefore, he believed it was important to create some change. A tough balance must be created between preserving nature and preserving economic growth and development. He remembered when all you could see in Astoria was the cannery and the lumber mill, which was not very appealing. Now, Astoria is the place to go to and is exciting. He said he was excited about the development plan because it was a wonderful opportunity for the residents, visitors, and economic development. One of the leading generators for economic development is creating a livable community and the City's planning is doing a great job of this. As a board member on the Joint Commission of Sports Medicine, he is tasked with interfacing with the Center for Disease Control (CDC). How Astoria plans their city plays a major role in dealing with the obesity epidemic. Astoria can reduce public funded health care costs by almost two-thirds through designing the City. Some of this Plan addresses this through things like sidewalk crossing designs. The River Walk is a great asset and the City is doing a good job of creating a walkable community. However, the City needs to create assets around the community for people to walk to so they are not encouraged to get into a car to drive somewhere. People downtown will complain about lack of parking, but they are not used to walking. If the City can get services on the east side of the community, the health of the community will benefit. He believed that adhering to the existing plan from 16<sup>th</sup> to the beginning of the marina, then having a broader vision for potential development from the marina to the east, would serve the economic health needs and the public health needs. He was concerned about restricting handrails to bank height, which would require a ramp or a step down because American with Disabilities Act (ADA) compliant access would be necessary at some point, which would impair the view. This could be a challenge. He referred to a previous comment about Tom McCall Waterfront Park, noting that the park has a significant amount of development on the north and south ends of the park. The south end of the park has recently been going through a lot of development, including towers, hotels, and a tram that services the entire region. On the north end, the park has a lot of housing and redevelopment. This is a good model for Astoria. He compared the different types of development to different personalities. The personality on the east end would probably be different from the personality of downtown. People will go to both areas, but for different flavors. People may go to the east end for more of the fisherman's wharf style, while people who want more history and character of the town may go to the downtown area. He thanked the Planning Commission for listening. Pamela Alegria, 1264 Grand Avenue, Astoria, thanked the Planning Commission for continuing the public hearing and Staff for addressing the concerns raised at the previous meeting. She requested that no variance or exception be granted for the height restriction. Variances often include discussion of economic hardships, but offering a variance would create an economic hardship for the City because the City would lose the revenue generated by the river. The river is lovely.

Linda Oldenkamp, 1676 Jerome Avenue, Astoria, said she has been involved with this process from the very beginning, beginning with a huge crowd at the library years ago. She specifically remembered Mayor Van Dusen saying at a packed City Council meeting that the City was going to have a vision for the river and the River Walk. He had said this would be for Astorians, not for developers. She believed that was the Mayor's finest hour. From the process that started with the River Vision Committee, she lost a lot of hope and was very disappointed in this process. She believed that this was the most important thing to Astorians because they want their City to remain authentic. If Astoria is authentic, Astorians will continue to love their town, love being here, and visitors will come here because Astoria is so different from any other place in the country. Whether the community members are for or against the application, she was glad they attended this public hearing because this process is so difficult and has been ongoing for seven years. The community wants the Planning Commission to be strong, whether



they approve or deny the application. Some of the Commissioners have asked important questions and the community expects the Planning Commission to keep Astoria authentic because this town really cares about this issue. She did not want any variances. Give City Council a break because they have to deal with all of this and the politics can be miserable. If the Planning Commission approves no variances, things can probably be changed later on. But, it is very important to say no variances in this Plan. She was also opposed to restaurants or buildings between the River Walk and the river. The Port and Pier 39 need to get their plan done and move forward with it. Therefore, they need to comply with the riverfront and make sure that their master plans comply. She stated that Mr. Holcom is a creative person who will figure out how to do this according to the Plan. She mentioned a recent trip to San Francisco, noting that a local person and a guide book discouraged visitors from going to their fishermen's wharf. The local person and the guidebook encouraged visitors to visit a ferry building designed for tourists. She believed Astorians felt like keeping the City authentic and real, and would bring in tourists because that is what makes people want to come and stay.

David Noren, 217 East Main Street, Hillsboro, stated he is a land use attorney and was contacted by George Brugh last week after attending the last Planning Commission meeting. He understood that many people had been working on the Riverfront Vision Plan for seven years and the Planning Commission has invested a lot of time in the process. However, people usually begin to hire lawyers when laws begin to be presented. The Planning Commission has been tasked with implementing the Plan, which is not law. Implementation of this Plan is what will become law. This is why the Commission is seeing lawyers now. This part of the process involves testing the proposed ordinance against the Comprehensive Plan, State Goals, and ultimately the Constitution. He said the Planning Commission should take more time to think about how to better address development and protection east of 30<sup>th</sup> or 28<sup>th</sup> Streets. He believed the Port's concepts of a plan district were useful and he encouraged the Planning Commission to take this or a similar approach. There are other mechanisms to allow for future review with flexibility for how areas might develop. A quasi-judicial master planning approach would address the major concerns and allow for flexibility. Supporters of the ordinance have talked a lot about protecting vistas, which is certainly part of the Plan. However, the Constitution does not allow the government to take property in order to provide vistas to the public. If the City regulates things to such an extent that there is no economically viable use left, then it has "taken" the property. At least some of the time, the City has gotten close to this. He did know whether there would be any viable economic use left if development were not allowed north of the River Walk. He believed restricting development over the water to 500 feet out to bank height would be so costly that it would not be economically viable, which would possibly be an unconstitutional taking. This is why lawyers get involved when the City begins to discuss these types of restrictions. He did not see anything in the Findings that reflect an analysis of the costs or economic viability of developing properties under the proposed restrictions. If the Planning Commission wants to be successful with this, it is important to take a look at the area one more time. He would like to work with the City's planning Staff and consultants and the Port to help the City come up with alternatives that he believes will continue to protect things and provide flexibility for considering specific proposals in the future.

Commissioner Gimre said he was surprised that he had not heard the term "taking" earlier and has been concerned about this since the very beginning. He asked Mr. Noren to expand on the definition of "a taking" so the other Commissioners and the audience could understand.

Mr. Noren stated that he was not an expert on the matter, but would try to explain. In general, the Fifth Amendment to the U.S. Constitution prohibits the government from taking private property for public use without just compensation. If property is "taken", due process of law is required. As these cases have evolved over the last 40 years or so through the U.S. Supreme Court, a couple of major concepts have evolved, which have to do with whether there is a relationship between a legitimate public purpose and the restrictions being imposed. He believed most people would agree that legitimate public purpose exists here. If the government is asking the developer to give something up in exchange for development, like a view or walking easement, then they need to be roughly proportional to the impact of the development. He noted that Mr. Ramis argued a case, Dolan versus City of Tigard, at the U.S. Supreme Court, so he would be the expert. If there is no economically viable use available to the property owner, the government has effectively taken the property. His concern with the proposed ordinance was the lack of Findings supporting the notion that property owners are being left with economically viable uses under some of the circumstances. Building something 150 feet wide and no taller than 28 feet, 500 feet out, might not be economically viable, meaning there is some risk that the regulation is unconstitutional.

Commissioner Gimre asked what the consequences of this would be.



Mr. Noren stated there were severable possibilities. It is difficult to anticipate the various paths of challenges to the ordinance. One path of challenge would be to appeal the ordinance, saying it is unconstitutional. Usually, this issue comes up when it is applied to a specific situation. He confirmed for Commissioner Gimre that the constitutionality of the entire document would be challenged, that is whether there would be no possibility of a particular property subject to the regulations developing in an economically viable way. He reiterated that it is difficult to anticipate the types of challenges to this ordinance because the ordinance applies to such a large section of the waterfront. However, he expected issues to come up if the ordinance is challenged and is appealed.

President Nemlowill asked City Attorney Henningsgaard to remind the Planning Commission what their role is when threatened with litigation. City Attorney Henningsgaard was unsure that anyone had threatened litigation at this point, alternatives were just being discussed. He asked President Nemlowill for clarification.

President Nemlowill asked if their decision on this hearing should be influenced by the idea of possible legal challenges in the future. She understood that any Planning Commission action could and has been appealed. City Attorney Henningsgaard stated this process has been ongoing for a long time. He and Staff, as well as the previous City Attorney, have attempted to steer this in a direction that would be lawful. Issues like takings are very fact-specific. It is possible that a decision made at this hearing takes all economic value out of a particular piece of property. However, the City has not heard any facts to that effect. Adjustments can be made to the ordinance if this were to occur. He believed the Planning Commission needed to make their best effort to effectuate the Riverfront Vision Plan.

Yvonne Hughes, 1390 Jerome Avenue, Astoria, agreed with Ms. Oldenkamp. The Planning Commission is here to help create ordinances, which is supposed to be a holistic approach that is a benefit to the entire community, not just developers as their own entity. She used to work for Gill Martinez, a world renowned master planner. Developers go into a community creating plans that adhere to the policies and ordinances already in place. In real estate development, this is a high-risk game because lawsuits are bound to happen. She has not been in this community for as long as this process has been going on, but has been very interested in the Plan since she came to Astoria. She believed this issue needed to come to a closure. The Plan needs to uphold the original ideas of what is going to happen. No one can foresee what will happen in the future, but variances would allow for anyone to come in and change the Plan to fit what they want to develop or how they want to develop. Not allowing variances is critical. This should be done from a community approach, not just from a singular approach.

Ted Thomas, 398 Atlantic, Astoria, said he was recently corrected on the origins of the River Walk and the Greenway Area. The River Walk did not happen by accident and a lot of hard work and intelligent thought went into its construction. For the purpose of possible appeals, which Planning Commissions do face from time to time, he felt compelled to reiterate and clarify the point he made earlier. If Tom McCall Park were converted into building lots and skyscrapers were constructed, or if Central Park was parceled out and converted into taxable building lots, would the cities prosper? He questioned whether these cities could prosper from the taxes collected on the properties or is something more ineffable would be lost. He was sure that property values on Park Avenue and 5<sup>th</sup> Avenue in New York City would decline, as well as in Portland. After the River Walk was constructed, he was not surprised that he and the entire City of Astoria fell in love with it. The River Walk is the inspiration of the city, the jewel of the Columbia River, and its value is not in what it can be sold for. The River Walk is valuable to the entire community. Like Central Park, the River Walk increases the real value of all buildings and all land. You cannot go forward without capturing that value, at least in an assessment. This is why every plan should include a credible assessment of the economic impact, including the value of the river vistas from the River Walk, that does not arbitrarily discount the rightful love of the people of Astoria or the impact of the River Walk upon property values. He asked the Planning Commission to consider whether they had adequate information on the actual economic impacts to make this decision. If he represented the City in a future appeal, he hoped the City would have a water tight economic assessment.

LaRee Johnson, 1193 Harrison Avenue, Astoria, thanked the Planning Commission, noting that this was a critical point for Astoria. She appreciated that the Planning Commission was reading through everything and weighing everything. She has been a resident since 1991 and does not own any property on the River Walk. However, she is vested in the Riverfront Vision Plan because she appreciates the generations to come and hopes they get to enjoy what everyone enjoys now when they walk along the River Walk. She did not want



anything built on the north side of the River Walk, either on land or further out. She also supported no variances because variances are a way for the camel to get his nose in the tent. She appreciated Mr. Faber, Mr. Cantor, and Ms. Oldenkamp's comments, as they echoed many of her feelings.

Elizabeth Menetrey, 3849 Grand Avenue, Astoria, said that if any change is made to preexisting regulations, a property owner can trigger a Measure 37 and 49 lawsuit. However, Planner Johnson stated in the *Daily Astorian* in 2006 that, "Astoria City Council decided from the start the City would continue life as usual after Measure 37 and continue to develop City Codes the way the City wants." She was on the Riverfront Steering Committee, which was carefully comprised of waterfront owners, people interested in development, and all types of people. The Committee was supposed to be well balanced to represent people who owned property on the water. This Riverfront Vision Plan came from a group of people who represented all of those interests.

Suzie Blackmore, 5241 Ash Street, Astoria, said she has been an Alderbrook resident since 1971. She remembered how industrial the City was when she moved here. There was fishing, logging, the Plywood Mill, dirt, grime, and noise out in the river. The waterfront is nothing like that anymore. From where she lives in Alderbrook, she wants to look down the river and see the big open expanse. She asked who had jurisdiction over the East End Mooring Basin. She also wanted to know if the Riverfront Vision Plan would override the Port's plan.

Planner Johnson explained that City Codes control what development occurs. This hearing is about developing the Codes that determine what can and cannot occur in an area. Anything over water is owned by the Department of State Lands with the upland property owners having first right of refusal to lease the area from the State. The property owner who leases the water adjacent to their land could develop over the water. The Department of State Lands and City Code would control what was developed.

Ms. Blackmore understood that if the Port chooses to develop the Mooring Basin, it would probably be accessible without having anything to do with the Riverfront Vision Plan. Planner Johnson responded no, any Code the City has in place would apply to the area. The City's Code applies to everything within the City limits, which includes out in the river. Therefore, any development in the City limits would need to comply with City regulations and State regulations.

Ms. Blackmore stated she was in favor of keeping the open space as much as possible. Any walls between the citizens and the river are a great objection to most of her friends and residents who love what they moved to Astoria to enjoy.

Chris Farrar, 3023 Harrison Avenue, Astoria, believed there had been many good comments made at this meeting. He thought the stretch of land from 16<sup>th</sup> Street past Pier 39 was to be an open space to allow residents to look out and enjoy the river. The river is a big part of Astoria and it defines the community. Coming down the Columbia was the whole idea of getting here in the first place. This is Astoria's history, and building on all of the natural stuff draws crowds of people. People do not come here to buy trinkets at fishermen's wharfs, which is an idiotic concept. He asked the Planning Commission not to put variances in the Code because there will be constant requests for variances. It is fair to the developers to let them know up front that Astoria is really strict and will not let them do much. The developers will figure out something that works. Let Astorians have their views of the river in this one area. Much of the town is very developed and he does enjoy walking in the developed area, but he would like some open space to see the river. This is long range planning. He urged the Planning Commission to try not to develop any more of anything near the river and keep it as open space. Open space is the best tsunami proofing the City can have for the community. A tsunami is so far in the future that the Planning Commission does not believe this is important, but it is something to really think about. A tsunami is going to happen; it is just a matter of when.

Tim Ramis, speaking on behalf of the Port, noted that the issue of the variance appeared to be coming up frequently. The variance is an important tool, but only in very marginal cases because it really only grants relief from small dimensional requirements. A variance is not really a tool of flexibility. The other problem with a variance is that, if opposed and challenged, it is likely the decision would be overturned in LUBA. From a developer or the Port's point of view, a variance can be a useful tool in a small number of cases. He urged the Planning Commission not to consider variances to be an important tool of balancing the regulations or somehow creating significant flexibility. A variance is often the graveyard of development projects. He referred to the slide shown during Mr. Hastie's presentation that was colored in blue and green. Mr. Hastie's evaluation had been that



the regulations in terms of general impact would provide protection of roughly 90 percent of the area, leaving 10 percent for major Port development referred to in the Comprehensive Plan. If the current regulations are at a 90/10 balance, the City has not struck the kind of balance that is working for the Port. This is why the Port has asked for the opportunity to include the plan district approach in the ordinance, so that the Port can talk with the City about what that balance should be in terms of specific buildings and development.

Commissioner Fitzpatrick noted that Page 3 of Mr. Ramis' letter stated "it was important to realize the consequences of failing to consider the public investment in the East Basin area. Under the current Marine Industrial zoning, the Port could develop a grain terminal, coal or oil terminal, LNG facility, cold storage or anything else that depends on a marine location." The letter states that "these are among the highest and best uses and the Zoning Code and Comprehensive Plan support these uses, acknowledging that they should be constructed regardless of their size and scope. The proposed amendment would render the Port's holdings essentially useless for these purposes." A member of the public commented that Mr. Ramis was aligned with LNG, to which Mr. Ramis rebutted he was not. Mr. Weston had stated that the Port has no interest in doing coal or LNG here. He confirmed that Mr. Ramis is currently representing someone who opposes LNG and asked Mr. Ramis if he represented LNG in the past.

Mr. Ramis answered no; his firm represents the government entity that denied the application. His job is to defend the government entity's position.

Commissioner Fitzpatrick said when he read the letter, LNG was a concerning issue for him. There have been letters to the editor that indicate people do not understand what the City is doing in this case. He recognized, and hoped people in the audience recognized, that the Mooring Basin could be used for many things. Portions of the property have no height limit at all, some have 60 feet and some have 40 feet height limits. So, when the City is reducing the height limits to 12 feet, they are taking something away, not suggesting that people should come in and develop. He was unsure if Mr. Ramis was using this as leverage, but he believed the uses listed in his letter were among the highest and best uses of the land, which really concerned him. He asked Mr. Ramis to explain why those uses were listed in his letter.

Mr. Ramis said he agreed with the Port Director, who indicated the Port did not have plans to pursue those uses. The point he was trying to make was that changing dimensional requirements so they do not fit the allowable uses means the City has made a policy decision to eliminate those uses by means of dimensional requirements. This may be the Planning Commission's purpose, but the Port's suggestion is that the design of the buildings is critical. A precise tool, like a master plan or plan district, rather than a blunt instrument, like saying everything must be 75 feet apart, is a more sensible way of getting at the dimensional requirements. He may have used a more dramatic example than needed, but at least he got people's attention. The City is risking wiping out potentially good uses, not necessarily uses the Port would choose at this point. Tightening the dimensional requirements eliminates uses.

Commissioner Fitzpatrick noted that Mr. Ramis said, "at this point," which leaves the door open for the future.

Mr. Ramis stated he knew of no plans by the Port for those uses.

President Nemlowill asked if the Port wanted to leave the door open for the proposed master planning process.

Mr. Ramis believed that the master plan process would be obligated to state which uses would be permitted. If someone wanted to preserve the opportunity for those uses, the master planning process would be the perfect time to advocate for them, otherwise they should not be listed. This is how a plan district is used. The City would be able to write precisely the kinds of uses it would allow in precise locations. He advocates the plan district because it is a better tool than the blunt zoning instruments typically used.

Veronica Montoya, 324 38<sup>th</sup> Street, Astoria, said she just found out about this hearing an hour before the meeting began and was not very prepared. There have been many good points made and she has learned a lot. She moved to Astoria about a year ago. Astoria is a gem of a city just the way it is. She was very concerned about the idea of building and blocking the river and possibly disrupting the wild life in the East Mooring Basin. Since she has been in Astoria and especially now that the dock is open, she has seen so many people enjoying visiting the sea lions. She would love to see the City embrace that as a tourist attraction. She hoped that residents would be



able to keep their City as it is because she has not seen anything so beautiful. Destroying or taking away from that beauty would damage Astoria's tourism and the City will just be like everywhere else, not special.

President Nemlowill confirmed there was no further public testimony and called for closing remarks from Staff.

Director Estes explained that since last fall, Staff and the Planning Commission have been working on developing this Code language that would implement the Riverfront Vision Plan while trying to find the balance for what is appropriate. Currently, there is an overwater area around the Maritime Museum with a maximum building height of 45 feet. Everything from 21<sup>st</sup> Street to the east has no maximum height restrictions for overwater development. This set of Code provisions attempts to provide protections identified in the Riverfront Vision Plan and respond to some of the feedback and direction from the Planning Commission at the last meeting to allow more development around the East End Mooring Basin. The Code must meet the intent of the Riverfront Vision Plan and comply with the Comprehensive Plan. The City has received a lot of testimony from interested parties over the past few months that has affected the Code language currently being presented.

Planner Johnson reiterated that the proposed Code does allow uses along the waterfront, both over water and on land. The shore land has not changed dramatically, so there would be no loss of use on land. The only use being reduced is the CR zone proposed in the area between 30<sup>th</sup> and 32<sup>nd</sup> Streets. The City is not taking away the residential use, but is limiting the use to single family and two family dwellings. One of the comments indicated that limiting the size of buildings is a way of limiting the types of uses that could exist. This would need to be played out to see what could or could not be developed within those parameters. However, those uses are not prohibited and the zone does allow 150-foot wide buildings with any depth. This would allow square footages large enough for development. If the Planning Commission decides to move forward, Staff needs direction on the following:

- Do you want to limit the height on the shore north of the railroad tracks to top of bank?
- Do you want to allow variances from the height restriction?
- Do you want to allow restaurants?
- Do you want to allow handrails on walkways or roads to extend above the bank?
- Do you want to allow a variance from the 500-foot distance requirement?
- Should Staff do further research on the recommended plant species before the City Council meeting?

Mr. Hastie reiterated that Staff has had many meetings with the Planning Commission and there has been a lot of public testimony. Staff has been trying to strike a balance and from his perspective, the City is pretty much there. This may not be what every single person in the room wants, but it is certainly heading towards a balance. The Planning Commission has a lot of Code amendments in front of them. The issues that the vast majority of the audience members have spoken about are on overwater development. Other than a few details, he believed 90 to 95 percent of the Code amendments have not generated opposition or testimony.

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

President Nemlowill said she attended the workshop where Team Astoria came up with the idea for the Riverfront Vision Plan. At that time, there were 17 waterfront condominium proposals being discussed in Astoria, which created a lot of fear. It seemed important to have an area of the waterfront and views of the water that were truly protected from development. Overwater uses, the way buildings were constructed, and public access when building over the water were also important parts of the Riverfront Vision Plan. This is her ninth year on the Planning Commission and this is probably the most challenging decision she has ever had to make. There has been great public testimony in the eight meetings the Planning Commission has had to discuss implementing the Civic Greenway Area of the Plan. She wanted the public to know that she has listened to everyone. She believed the Staff Report did find balance. Her favorite part of the Riverfront Vision Plan is in the Executive Summary, which does not specifically pertain to the Civic Greenway Area, but states "the goal of continuing to plan the future of Astoria for Astorians" and "promote physical and visual access to the river and encourage a mix of uses that supports Astoria's working waterfront and the City's economy." If this is not balance, what is? Even though cities update their comprehensive plans, she did not believe the Planning Commission could ignore the fact that the current Comprehensive Plan states that major Port development would be encouraged at the existing Port docks and at the East End Mooring Basin. Therefore, she believed it made sense to have more development in that area. Her responses to Staff's questions and other recommendations were as follows:

- No variance in the areas that would limit development below bank height.



- No variance from the 500 feet distance requirement.
- No eating and drinking establishments should be an allowable use in the Civic Greenway Area. The Riverfront Vision Plan says that maritime related uses consistent with Astoria's working riverfront, such as docks, piers, and marinas should be encouraged, as well as associated uses that provide jobs and maintain a historic connection to the river. She clarified that she was referring to restaurants over the water in the A-1 and A-2 zones. These are not appropriate uses over water in the Civic Greenway Area.
- Bank height for anything north of the railroad tracks would be appropriate.
- Home stays should not be allowed in the cluster housing development because the residential area is meant for working Astorians that live here year-round.
- Staff should do more research on the recommended plant species.
- She was undecided about handrails above bank height and wanted to consider other Commissioners comments.
- She supported forwarding the proposed Code amendments to City Council with the provisions she listed.

Commissioner Pearson thanked everyone who testified. This is a passionate topic for everyone involved. He reiterated that this process began in 2008. City Council approved the Riverfront Vision Plan in 2009 and the Planning Commission has been tasked with building the Code to match the vision that was approved. There are many details to this, but the Plan covers large areas. He believed the proposed amendments were a good compromise and he commended Staff and the consultants for their work. He believed 35<sup>th</sup> through 39<sup>th</sup> Streets was a different area compared to overwater versus 16<sup>th</sup> through 35<sup>th</sup> Streets. There should be latitude in this area and he believed Staff made a good attempt to include this in the amendment. A master plan at the Port could be a great working document, which he would like to see. This is the last two hours of a six year process and the Planning Commission has been tasked to bring this to City Council. Therefore, he believed it should be up to City Council to decide if the Planning Commission should consider a master plan by the Port as a proposal. He did not believe implementing the Riverfront Vision Plan could be stopped for something like a master plan. He supported the amendments as they have been proposed. He believed variances have always been a useful tool for planning departments, community development, and different projects. Variances are certainly not a free pass by any means, but they can allow some flexibility in the details. Therefore, he supported variances. Bank height north of the railroad tracks should be left as is, only limiting overwater development to bank height.

Commissioner Fitzpatrick said he was conflicted for a number of reasons. He agreed that the Planning Commission is very close to finding the right balance. There has been a lot of input and work done and some good progress had been made. The Civic Greenway Area covers a large area and we are down to arguing about one specific area. He agreed with much of what Commissioner Pearson and President Nemlowill said. He opposed variances as he has been involved in too many situations where the variances were taken advantage of. He would love to see absolutely no development between 16<sup>th</sup> Street and the existing developments because the public has indicated they do not want to see development in this area. He fell in love with Astoria in 1967 and he looks back and thinks that Astoria was a crappy place then. He understood why people 20 years ago would question why he wanted to be in Astoria. However, people understand today. Astoria has only improved; therefore, from a selfish standpoint, he would not like to see anything developed in the area. He was surprised that the word "taking" had not been brought up prior to Attorney Noren speaking. He walks along the River Walk almost every day, but does not always go past Safeway. Since this has started, he has tried to spend more time in the area. From the Maritime Museum several blocks to the east, if he were to testify or be hired as a consultant, he could not see that there would be a taking if the City did not allow anything over riverbank height. The area currently has a 45-foot height limit and he questioned whether the City has taken any value away by limiting the height to the riverbank. He stated he would feel confident testifying that no value had been taken. He is not an attorney, but has been hired in other areas for this area of expertise. He was concerned about what would or would not be allowed in the area of Mr. Brugh's property, the Port and Mr. Holcom's property because if he were consulting a client on this, he would say his client would lose. Therefore, he is very comfortable limiting certain areas of the riverfront and is very uncomfortable placing certain restrictions on other portions, specifically 35<sup>th</sup> through 39<sup>th</sup> Streets. 31<sup>st</sup> Street was mentioned at a previous meeting, and then someone mentioned 29<sup>th</sup> Street, and then 28<sup>th</sup> Street. Therefore, he understood the concern that the Planning Commission keeps creeping backwards. He did not like the sound of trinkets and agreed with Ms. Oldenkamp's statement. One of the things he likes about Astoria is that it really does not have any trinket stores. He believed this was because there is no need for them and he hoped that Astoria did not end up with trinket stores. It is true that local people in San Francisco do not go to the Fisherman's Wharf and he would not go to a trinket store in Astoria. He has seen similar situations in other small towns where the visitors love places that the local people do not. He was



extremely concerned about seeing LNG and coal as one of the highest and best uses and he was still trying to understand why that was included in Mr. Ramis' letter. However, he was willing to give the benefit of the doubt. The document uses the word marina considerably. He understood what a marina meant because as a child, he would go to a marina on weekends to go sailing. He was concerned about others' definition of a marina, but to him, a marina is an active place where you can rent kayaks, buy supplies for fishing, and buy snacks. He wanted to define what was meant by marina and associated uses. He agreed with President Nemlowill that Astoria is for Astorians and he understood the passion from those who spoke about the amendments. The Plan states it is expected that large amounts of overwater development will not occur in the Civic Greenway Area due to the amount of public control in areas such as the historic train depot, Mill Pond, and East End Mooring Basin. These areas represent about 75 percent of the overwater area in the Civic Greenway Area. He believed this meant at least 75 percent of the area is expected to be left in its current state, so the Planning Commission is really working on 25 percent. He did not agree that the Plan was saying no overwater development whatsoever; it says that 75 percent of the area will not have a certain level of overwater development and another portion will. There was discussion of the City working with upland property owners to work around their leases of the space overwater so that landowners would be compensated. He has not seen any mention of that in the proposed amendments. He did not want the Planning Commission to put something in front of City Council, have it approved, and then have lawsuits. He did not believe the City or the Port could afford a lawsuit and believed it was important to come up with something that works, that is fair, and does not get the City in trouble. He believed the Planning Commission was getting close, but was unsure if the current proposal worked.

City Attorney Henningsgaard responded that the taking clause refers to taking private property. All submerged and submersible lands are owned by the State of Oregon and are not private property. The restrictions placed on those properties would not result in a taking.

Commissioner Fitzpatrick clarified that he said earlier he was only speaking about on land, but when he began talking about taking, he was not specifically talking about that.

Vice President Innes believed the proposed amendments were livable. She had hesitations about the area from 35<sup>th</sup> to 39<sup>th</sup> Streets. She would like to believe the way it has been proposed would work, but some heavy questions have been raised. She wanted to finalize this with as much protection as possible for what the Planning Commission has learned that everyone wants to have in this Plan. If that means not allowing variances, then let's omit variance from both the bank height restriction and the 500 foot distance requirement. She was not in favor of restaurants over the water. Handrails above the bank really appealed to her because she is older and needs handrails. She wanted to know if Staff could begin researching the handrail issues by referring to ADA principles first. Director Estes stated handrails would be required. If the height of the dock was the same height as the riverbank, the handrail would be above the riverbank. The trestle going out to Pier 39 is one example of this. It would be difficult and challenging to build handrails above bank height. Staff recommended handrails be allowed above bank height. Vice President Innes clarified that she was suggesting handrails be above bank height.

Planner Johnson confirmed for Commissioner Norgaard that bank height restrictions for overwater development were being proposed from 16<sup>th</sup> to 41<sup>st</sup> Streets. Director Estes displayed an image on the screen and explained that in the areas shaded green, any overwater development could only be the height of the adjacent bank. The blue area, 500 feet from the bank, could be higher.

Vice President Innes said with regard to the plant species, the City should use the most affordable expertise available. It is one thing to put in the plants and trees the City is hoping for, but maintenance needs to be considered. This is such a huge production, so the City should try to get the area as well planted as possible. She favored bank height development north of the railroad tracks.

Commissioner Norgaard thanked the public for speaking as he has learned a lot at this meeting. While he has not been part of this process from the beginning, he takes this and all of the comments very seriously. Everyone seems to say that this process has been going on for so long and we should just get it over with. He understood that the Planning Commission needed to send this to City Council. However, the Planning Commission wants to do this right the first time. He agreed that railings should be allowed above bank height. He has lived in Astoria his whole life and he believed a lot of effort was put into the Riverfront Vision Plan. He agreed with protecting the views between 16<sup>th</sup> and 41<sup>st</sup> Streets, but between 35<sup>th</sup> and 39<sup>th</sup> Streets, he would not mind seeing some development, including a restaurant. He worked on his dad's boat through the 1980s when the waterfront was



not the greatest looking, but it meant something to him and he has good memories. He is wondering if it is his job to restrict a property owner's building heights and distances.

President Nemlowill stated she respected what Commissioner Norgaard was saying. She understood that he did not want to tell other people what to do with their property. However, she believed this was his job as Planning Commissioner, which is tough.

Commissioner Norgaard said this was a difficult decision to make because everyone must agree on something that will be set for future generations. He believed the proposed amendments demonstrated a balance while implementing the Riverfront Vision Plan. He originally agreed that the 500-foot distance requirement was appropriate. But after listening to comments, he began to question the requirement. He agreed with Commissioner Pearson that a master plan from the Port would be interesting to see. He believed the Port and the City could work together and still preserve what is out there. He has faith that people in the City would put the right plants in the right places.

Commissioner Gimre thanked everyone who testified. What makes Astoria great is that everyone is involved and everyone has an opinion. The bottom line is that everyone loves Astoria. He understood there was consensus in support of what was proposed between 16<sup>th</sup> and either 30<sup>th</sup>, 31<sup>st</sup> or 32<sup>nd</sup> Streets, which he supports as well. He agreed no variance from the bank height should be allowed. He supports no variances from 16<sup>th</sup> through 30<sup>th</sup> Streets, but did favor variances from 31<sup>st</sup> through 39<sup>th</sup> Streets. Development is a dirty word sometimes, but if it done right, it does bring people to the waterfront. If there is a way to get people to the river or out on the river, people will go to the furthest point out on the river. He was not opposed to restaurants and believed any development would be done tastefully. He had faith in those who would request the variances and was not afraid of what would be done. The recommended plant list needs a serious look. There are currently 30-, 40-, or 50-foot high alder trees along the riverfront and he did not want more plants like these planted in the area. The City should be very restrictive on the height of the plants. He wanted to see a master plan from the Port, but they seem to be a little late to the game. Waiting another year to come up with a master plan is late at this point. The Port's job as a public entity is to create economic stimulus. He was unsure if the current Code was too restrictive to allow the Port to do what they have proposed. He was not in favor of LNG or grain terminals and doubted if anyone in town would be. However, he personally believed it would be good to have the cruise ships dock off the East End Mooring Basin. He reiterated that he supported no variances from 16<sup>th</sup> to 30<sup>th</sup> Streets and variances allowed from 31<sup>st</sup> to the east side.

President Nemlowill said the section being discussed was from 35<sup>th</sup> to 39<sup>th</sup> Streets. She asked if Commissioner Gimre was suggesting a change to Staff's proposal.

Planner Johnson confirmed that Commissioner Gimre supported no variances to 31<sup>st</sup> Street, but allowing variances from 31<sup>st</sup> Street on, not that he was opening up development from 31<sup>st</sup> Street. Mr. Brugh's property begins at 31<sup>st</sup> Street and the Port's property begins at 33<sup>d</sup> or 34<sup>th</sup> Street and extends east. She confirmed that Commissioner Gimre agreed with Mr. Noren's comments.

Commissioner Gimre stated he was not suggesting a change to the allowable overwater bank height restriction between 31<sup>st</sup> and 35<sup>th</sup> Streets. He just wanted to allow variances in this area. He confirmed for President Nemlowill that he did not support variances between 16<sup>th</sup> and 35<sup>th</sup> Streets, but did support variances from the 500-foot distance restriction for overwater development between 35<sup>th</sup> and 39<sup>th</sup> Streets. He also supported a variance from the bank height restriction starting at 31<sup>st</sup> Street.

President Nemlowill did not understand how Commissioner Gimre's proposal would work. She asked how variances could be allowed from bank height, which is a non-numeric value, in some areas but not others. Planner Johnson stated this could be written into the Code to clarify if variances were allowed.

Commissioner Easom thanked everyone who participated in this process. He believed limiting overwater development was appropriate between 16<sup>th</sup> and 31<sup>st</sup> Streets. However, limiting such development between 31<sup>st</sup> and 40<sup>th</sup> Streets would not support what the Riverfront Vision Plan says about Port development and economic development. He agreed with Commissioner Fitzpatrick that the definition of a marina was important and eating and drinking establishments in conjunction with marinas is quite common; they make marinas more viable in some ways. He did not agree with the proposed height limit between 31<sup>st</sup> and 41<sup>st</sup> Streets and he believed the recommended plant list needed more work.



President Nemlowill stated that currently, the area between 31<sup>st</sup> and 41<sup>st</sup> Streets does not have a height limitation for overwater development. She asked if Commissioner Easom wanted this to remain as is in the Code.

Commissioner Easom clarified that he did not support unlimited height and the proposal for height limits in this area needed some work. He suggested a 28-foot height limit with the possibility for a variance to 45 feet between 31<sup>st</sup> and 41<sup>st</sup> Streets.

Planner Johnson confirmed the Planning Commissioners' position on the key issues as follows, noting the majority consensus:

- Four Commissioners opposed allowing variances between 16<sup>th</sup> and 31<sup>st</sup> Streets for the bank height restriction for overwater development.
  - The Commission was split on whether to allow height variances between 35<sup>th</sup> and 39<sup>th</sup> Streets for overwater development.
  - Two Commissioners supported allowing variances between 31<sup>st</sup> and 39<sup>th</sup> Streets.
- The entire Commission supported allowing overwater handrails above bank height.
- The entire Commission supported conducting more research on the recommended plant list.
- The Commission was split on whether to allow variances to the 500-foot distance requirement for overwater development.
- Three Commissioners supported making the shore north of the railroad tracks at bank height; only one Commissioner supported keeping the shore at the water level.
- Three Commissioners supported allowing eating and drinking establishments associated with a maritime use over the water, two Commissioners did not, and two Commissioners supported allowing them even without maritime association.

President Nemlowill asked if the Commissioners supported sending Staff's recommendations to City Council.

Commissioner Fitzpatrick said he was not in favor of sending the recommendations to City Council as is because some people have spoken in favor of and some people have spoken opposed to the recommendations. He was in favor of continuing to fine-tune the proposed amendments. He agreed that this process had gone on for a long time, but did not believe this was the time to cut it short and say we need to be done because it is late.

Commissioner Norgaard supported forwarding the proposed amendments to City Council with the changes as stated by Planner Johnson. He also supported the variance from the 500-foot distance restriction for overwater development and more research on the plant species list.

Commissioner Gimre stated he would not send the recommendations to City Council as currently written. Commissioner Easom agreed.

Staff proposed that the Planning Commission make a recommendation concerning the on-land provisions only and hold back the overwater section of the Code for further discussion and deliberation. The overwater portion of the recommended Code amendments could be continued to the next meeting. There seemed to be a consensus by the Planning Commission on all other parts of the recommended amendments. The public hearing is closed, but the Commission could continue discussion and deliberation on overwater development to the next meeting.

President Nemlowill questioned how the Planning Commission could move forward on the overwater issues right now. Some Commissioners have expressed their ideas for 31<sup>st</sup> Street, but she has not heard how those ideas apply to the Riverfront Vision Plan. She asked if Staff would amend the current proposal based on a few Commissioners' idea of bringing the Blueway Zone to 31<sup>st</sup> Street.

Staff explained that the Planning Commission could discuss the entire waterfront at the next meeting and forward everything else, like the Compact Residential zone, design guidelines, landscaping, setbacks and stepbacks, to City Council. There does not seem to be much opposition from the Planning Commission to any of the on-land development recommendations. At the next meeting, Commissioners would need to state how their individual proposals would comply with the Riverfront Vision Plan.



President Nemlowill stated she would be happy to continue that discussion. She did not believe the City was at a point where that discussion should change what is being proposed right now.

Motion by President Nemlowill, seconded by Vice President Innes, that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff Report regarding the proposed amendments for the on-land portion of the Civic Greenway Area of the Riverfront Vision Plan and continue the discussion of the overwater portion of the Civic Greenway Area of the Riverfront Vision Plan to the next Planning Commission meeting on July 22, 2014 at 6:30 p.m.

An unknown person in the audience interjected that the Planning Commission wanted to make changes to the height limit north of the railroad tracks, which was not included in Staff's recommendations. Planner Johnson stated this would be part of the future discussion.

President Nemlowill noted that the person was talking about land.

Attorney Noren asked if public testimony had been reopened.

President Nemlowill believed the area north of the railroad tracks was land and agreed with the unknown person in the audience and withdrew the motion.

Mr. Hastie believed the Planning Commission could adopt provision on land up to the railroad tracks and continue the discussion for provisions pertaining to overwater and the area on land to the railroad tracks. He has not heard any debate on the rest of the on-land recommendations.

President Nemlowill asked what benefit would come from dividing the recommendations, noting this would be the first time these recommendations would be divided.

Mr. Hastie explained that the Department of Land Conservation and Development (DLCD), who funded this grant, needs to decide whether or not they will approve funding for the next phase of this grant. The DLCD has been very concerned about making progress on this. If the Planning Commission cannot move forward on something, the funding could be jeopardized. The proposal is to move forward on the recommendations the Planning Commission agrees on and continue discussion on the recommendations the Planning Commission has not agreed on.

All of the Commissioners supported recommending to City Council the Code provisions that would apply to the on-land portion of the Civic Greenway Area to the railroad tracks and that discussion of Code provisions north of the railroad tracks be continued to the next Planning Commission meeting.

Motion by Commissioner Pearson, seconded by Commissioner Fitzpatrick, that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff Report and recommend to City Council the Code provisions that would apply to the on-land portion of the Civic Greenway Area of the Riverfront Vision Plan to the south side of the railroad tracks, and continue discussion of Code provisions north of the railroad tracks to the next Planning Commission meeting on July 22, 2014 at 6:30 p.m. Motion passed unanimously.

Staff confirmed that the next Planning Commission meeting would be July 22, 2014 at 6:30 pm.

REPORTS OF OFFICERS/COMMISSIONERS: None.



ADJOURNMENT:

There being no further business, the meeting was adjourned at 10:58 pm.

ATTEST:

APPROVED:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Community Development Director /  
Assistant City Manager

DRAFT





## MEMORANDUM

July 10, 2014

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: PARKS AND RECREATION DEPARTMENT STATUS REPORT

The following are summaries of Parks and Recreation Department projects and activities.

### **AQUATIC CENTER**

#### Aquatic Center Season Overview

This spring two lifeguard classes were taught at the Aquatic Center and a total of 16 students were certified. Nearly all certified students are now working at our Aquatic Center. Aquatic Center Manager, Pam Pearce, also taught 10 staff members how to teach swim lessons. As part of the leadership program offered through Ellis and Associates, four Lead Lifeguards were certified in the VanGuard 1.0 Leadership course.

In April and June, the Parks and Recreation Department partnered with North Coast Swim Club to hold two swim meets at the Astoria Aquatic Center, which attracted 250 swimmers and over 600 spectators to our community!

Ellis and Associates visited the Aquatic Center at the end of March and June to complete their unannounced audits. The center did very well; receiving a combination of "exceeds" and "meets" during the audit.

During the month of May we had a few trainings with the Astoria Police Department, Astoria Fire Department, and Medix Ambulance. Brad Johnson from the Police Department came and spoke to Aquatic Center staff about reporting suspicious activity. The following week a mother reported her son was missing from the facility. As a result of our recent training with the police department, we knew exactly how to handle this situation. The child was located and reunited with his mother. The training we did with the Astoria Fire Department and Medix Ambulance was very beneficial as well. The two likely scenarios that we trained for were an adult having a heart attack on the pool deck and a possible spinal in the water. It was beneficial for all agencies to view patient care from start to finish.

In May, Aquatic Center Manager, Pam Pearce attended an Aquatics Facility Operator Course held in Beaverton Oregon.



In June, the Clatsop County Health Inspector came unannounced to the facility for our six month inspection. We received high marks again with this inspection. There were only a few remedial items and those have now been rectified.

On June 23<sup>rd</sup> we started our first session of summer swim lessons. All classes were full as we started the summer season. Classes remain full as we go through the summer.

#### Aquatic Center Maintenance

The Aquatic Center continues to have mechanical issues with the tank-less hot water heaters. As a result, two out of the six units had to be replaced. Hot water for the showers appears to be more stable now.

Aquatic Center Manager, Pam Pearce, is working to finalize the maintenance items to be addressed during the September closure. The following is a list of proposed tasks to be completed during closure:

1. New lobby carpeting
2. Annual fire alarm and sprinkler maintenance through A & E Security
3. HVAC annual maintenance through P & L Johnston
4. Boiler maintenance
5. Grease all pumps and motors
6. Painting of the sign on the front of the building
7. Painting steel beams in the natatorium
8. Complete the sensor work and new computer system with P & L Johnston
9. Remove chipped paint off of the yellow slide and refinish the surface
10. Wax the red slide
11. Lighting project, installing energy efficient lighting in natatorium and lobby
12. Repair the surge tank valves and fix the auto fill
13. Plaster repair where needed
14. Shower valve maintenance
15. Deep clean the fitness room, pool deck, locker rooms, and lobby.
16. Shower turnoff valves installed

### **RECREATION PROGRAMS**

#### After-School Program

The youth after-school program ran until the middle of June at the Astoria Recreation Center, and at Warrenton Grade School. The program ran Monday through Friday throughout the school year. Daily attendance ranged between 15-25 children each day, all within the ages of 6-11. Participants took part in recreational activities, such as crafts and games, and were also assisted with homework and school projects.

#### Summer Camp

During the summer, many of these same kids that are involved in our after school program also participate in our half day summer camp program. We have also seen quite a few kids that have graduated from Lil' Sprouts, participating in our summer camps too. We are really excited to see where this summer takes us as we explore a variety of themes ranging from Lego Extreme, Minute to Win It, Astoria's Amazing Race, and so many more. The summer camp program is split into two half-day camps, with a specific theme in the morning and a different theme in the afternoon. Participants have



the option of attending just for the morning or just the afternoon, or they can attend for the entire day. So far, our attendance has been ranging from 10-20 children. We are especially happy to be partnering with the Astoria School District and their free summer lunch program, which allows our campers to have a free meal every day.

#### Adult Coed Volleyball

Adult Coed Volleyball began on April 1<sup>st</sup> and ended on May 20<sup>th</sup>. There were 7 teams that participated this season.

#### Youth Volleyball

The Youth Volleyball program for 3<sup>rd</sup>-6<sup>th</sup> graders ended on April 24<sup>th</sup>. There were 45 children that participated in the program. Staff felt the partnership between the recreation department and the high school volleyball team was a very positive improvement to the program, which provided 4-6 volunteers at each practice.

#### Adult Softball

Games for our men's softball league began the week of May 26<sup>th</sup>, and the women's games began the week of June 2<sup>nd</sup>. There are 15 men's and women's teams participating in the league this year.

#### Youth Softball

There are 40 youth teams from Astoria, Knappa, Warrenton, Seaside, Naselle and Ilwaco, all participating in this year's softball league.

#### Tournaments

The first weekend in July, we held a girls' fast-pitch softball tournament for 10U and 12U. There were 9 teams, most were local, but we did have participants from Rainier and Willapa Bay.

#### Fitness Classes

Attendance numbers for spring remained fairly steady; however a few morning spin classes were cut due to lack of participants. Summer tends to bring lower numbers due to warmer weather, and fitness enthusiasts enjoying time outside. We are very excited to begin a new class called Pound, an innovative, modern-day fusion of movement, music and drumming.

#### Special Events

On April 19<sup>th</sup>, we held our annual Easter Egg Hunt and Flashlight Hunt at Tapiola Park. Setup and execution of the two events went smoothly, but the weather was uncooperative. It was estimated that approximately 320 people attended the morning hunt and about 250 attended the evening hunt. The smaller turnout was expected with very rainy conditions.





The Run on the River Walk 5k and ½ Marathon took place June 1<sup>st</sup>. This was the first year we offered the event and we were really pleased to get more than 160 participants. Staff held a post-race open forum to discuss participant feedback on June 18<sup>th</sup> to review how staff can improve the race for next year.



On June 14<sup>th</sup>, we held our annual Summer Kick Off event on the lawn of the Aquatic Center. It was a free event that included games, face painting, food, and live music. We also had members of the Coastguard Auxiliary present to share information and materials about water safety. There was even a special guest appearance of Willie the Whale.

### Port of Play

Port of Play attendance was pretty steady throughout the spring, and was very busy with birthday parties. Our regular hours at Port of Play are Monday - Saturday 10:00 a.m. - 4:00 p.m., and Sundays, 12:00 p.m. - 4:00 p.m.; however, starting in June, we transitioned to our summer ours of Monday - Friday, 10:00 a.m. - 1:00 p.m. When the weather is nice, many of our regular patrons take advantage of the sunshine, and choose to play outside with their children. Parents' Night Out is still running strong with regular attendance on Saturday evenings from 6:00 p.m. - 9:30 p.m. Parents see it as a low cost, reliable resource for when they need a bit of time away from their kids. During the summer, we only run Parents' Night Out two Saturday's each month, but we coordinate with the Downtown Association's Arts Walk that takes place the second Saturday of the month.

This Spring, we ran our Preschool Lil' Sports series classes; Lil' Hitters (T-Ball) and Lil' Kickers (Soccer). Although we didn't have a huge number participating, we were still able to carry out the classes, and have smaller instructor to child ratio, so the kids could really focus on their individual skills. We will continue to run these same classes throughout the summer.

### Special Events at Port of Play

On Friday, April 18<sup>th</sup>, we had our 3<sup>rd</sup> annual Family Easter Egg Dying event at Port of Play. Families bring their own eggs, and we provide the dye and





decorating tools. It really was a blast! This event is free, and seems to grow in numbers every year. We had approximately 50 in attendance!

### Lil' Sprouts

We have had a very busy Spring with our Sprouts! Our new Pre-Kindergarten classroom is open and fully operational, which has improved the overall experience for our preschoolers and their kindergarten readiness. Although the availability of childcare professional is often limited, we are extremely confident in our core group of teachers and their ability to really enhance our Sprouts' learning.

All of our other classrooms (Infants/Toddlers) are bustling and just as busy with playing and learning. Enrollment has definitely increased, and we are continuing to see an interest from local parents and families.

On Saturday, April 5<sup>th</sup>, Lil' Sprouts teachers participated in the second annual MOMS Club Preschool Fair at Astor Elementary. It was a great opportunity to get information to families, but unfortunately, it wasn't very highly attended. We found great benefit though in being able to network with other preschools and other child-focused agencies in the county.



Wednesday, April 23<sup>rd</sup> brought special guests to our Lil' Sprout world. We had Park Rangers from Fort Clatsop give a presentation on how to find "nature". They focused on using specific tools to sort and identify what they had found. Our kids loved it!

Probably the most exciting news from Lil' Sprouts this Spring is that we had the opportunity to hold our first ever, preschool graduation for our kids that will be going to Kindergarten in the fall. We had 10 graduates in all, and the event was definitely one to remember. The preschoolers wore caps and gowns, and performed for their parents and families. They received diplomas, and special awards, and even got to watch a slide show commemorating the fun times they've had at Lil' Sprouts. It was an exciting night for our program and for our Lil' Graduates!





## **PARKS MAINTENANCE**

### **Parks Maintenance Season Overview**

Parks Maintenance had a very busy Spring season and focused on caring for and improving all of Astoria's recreation facilities, including the Aquatic Center, the Astoria Recreation Center, Port of Play, Lil Sprouts, the Public Restrooms, and the Chapel at Ocean View Cemetery.

### **Parks Maintenance Projects**

In addition to the regularly scheduled park maintenance tasks of, cleaning each bathroom twice a week, emptying garbage twice a week, and conducting burials at Ocean View Cemetery, the maintenance staff was also able to complete a variety of special projects throughout the community. The maintenance team was able to do the following: mow our 200 acres of property each week, finished preparing a new Lil' Sprout's classroom, clean up and organizing of park shop buildings, installation of new power supply to 9<sup>th</sup> and Astor Park, host seasonal grounds maintenance interviews, preparing ball fields for upcoming ball seasons, trimmed some trees at Tapiola Park, removal of fallen tree at Pioneer Cemetery, trim hedge around Library Parking Lot, garbage removal at east end of Riverwalk, cleanup of City Parking Lot landscaping, cleaning of cemetery grounds to prepare for mowing season, trimming weeds around all tombstones throughout cemetery, replacement of new gate post behind Violet LaPlante Park, replaced 15 feet of water line going to batter building, repair and replaced bathroom fixtures at Tapiola Park, Downtown, and Dough Boy Bathrooms, pruned trees at Smith Point Round-A-Bout, removed fallen tree at evergreen field, put together new classroom furniture for sprouts classroom, repaired several trikes at pop, repaired broken cabinet door at arc, replaced burnt out lighting in two classrooms at arc, installed security fencing at pop back covered area, repainted inside of old Tapiola bathrooms, repaired all vandalism at Tapiola Bathrooms, assisted with picking up donated lumber from Warrenton Lumber Mill, built 20 new Community Garden Beds, power washed play structure at Children's Park, and fertilized Niemi out field, assisted with 2<sup>nd</sup> CHIP-in clean-up event at Tapiola, assisted with 3<sup>rd</sup> CHIP-in clean-up at Fred Lindstrom Park, assisting with grand opening of the Garden of Surging Waves, prepared all grounds at Ocean View Cemetery for the Memorial Day Holiday, assisting the public during the memorial day weekend at Ocean View Cemetery to look up grave sites and pick up garbage, power washed and cleaned the Maritime Memorial Wall and surrounding property to prepare for the Memorial Day Ceremony, performed irrigation repairs throughout parks properties, update Softball fields to prepare for the adult Softball season, cleaned up fallen limbs on east end of Riverwalk, cleanup and mowing of the Riverwalk from the Wet Dog Cafe to 43<sup>rd</sup> street, removal of fallen tree on Cathedral Tree Trail, installed new irrigation timer at 9<sup>th</sup> & Astor Park, perform repairs in the Aquatic Center Locker Rooms and Kiddie Pool Area, filled new community garden beds with 40 yards of top soil to prepare for growing season, hauled 10 yards of manure to community gardens, replaced 30 feet of fencing at skate park, built and installed two new picnic tables for Maritime Memorial Park, assist with preparations for the first annual Run on the River Half Marathon, removal of Columbia Field Drinking Fountain after vehicular accident, assisted with the Summer Kick-Off Party at the Aquatic Center, Brush cutting and mowing along the Riverwalk, started former Yacht Club remodel for the Astoria Recreation Center relocation, installed two air conditioning units in classrooms at sprouts, graffiti removal from downtown bathrooms, weeded Garden of



Surging Waves flower beds, and cleaned up flowers from Memorial Day at Ocean View Cemetery.

### **CHIP-in, Citizens Helping Improve Parks**

Since the winter update, CHIP-in has hosted 3 more CHIP-in parties:

1. Tapiola Park on April 28<sup>th</sup>, which had over 60 volunteers – about 100 yards of playground chips were spread, along with garbage pick-up and weeding.
2. Alderbrook Playground on May 18<sup>th</sup>, which had 12 volunteers –weeding and pressure-washing were accomplished, as well as spreading of playground chips, and repainting of one of the play equipment.
3. Fred Lindstrom Park on June 15<sup>th</sup>, which had over 30 volunteers – about 30 yards of chips were spread to a much needed level, over 100 lbs. of trash picked up, and cutting back of weeds encroaching upon the swing-set area. The picnic table was replaced and a new deck and bench were built at the clean-up.



Other work that has been accomplished include the formation of a “Friends of McClure Park” group as well as 25 volunteers who completed 6 hours of difficult work at Shively Park from the Oregon Episcopal Youth Missionary Trip. Overall, since the CHIP-in program has started, volunteers have removed over 300 lbs. of trash, removed over 2,050 lbs. of yard debris, spread over 200 yards of playground chips, and added over 100 volunteers to its database. Local artist, Roger McKay, repainted one of the play equipment from Alderbrook Playground. The picture of its amazing transformation is below:





Generous donations from the community for this spring include: a \$200 donation from Craft3 employees, a 25% discount on playground chips including free delivery from Trails End Recovery, \$100 in gift cards provided by Fort George Brewery to the dads that volunteered on Father's Day, and a \$500 donation by Michael Foster.

The Daily Astorian's Chelsea Gorrow wrote a front page article about the CHIP-in for Father's Day event at Fred Lindstrom Park on Tuesday, June 17<sup>th</sup>. It has generated much excitement for the program and the work being accomplished by the volunteers. The next clean-up scheduled is Shively Park on July 13<sup>th</sup>. The Episcopal missionary group already spread 50 yards of playground chips underneath the swing-sets and pressure-washed the concrete steps in the front of the park. Work anticipated include: painting of the picnic shelters, trail work, pruning trees, and weed wacking. Clatsop Community College's Upward Bound program has committed between 12-16 student volunteers and North Coast Construction will be volunteering a crew of at least 7 employees. Western Oregon Recology is also donating a 30 yard drop box for yard debris.

Volunteer Coordinator, Janice O'Malley Galizio, continues to meet with local organizations and community groups, generating press for the program, recruiting volunteers, and fundraising. A new 7X12 Covered Cargo Trailer to house CHIP-in tools is due by the end of July.

## **OTHER PROJECTS**

### **Astor Column**

The Friends of the Astoria Column have continued to maintain the Column and surrounding Astor Park property. Since assuming maintenance, the Friends of the Astoria Column and caretakers have taken great care of the property and quickly responded to any needed maintenance. Additionally, Jay and Sheri Mitchell have been coordinating with Parks and Recreation Department Staff to gain maintenance operation knowledge and discuss facility updates. Department staff is enjoying the working relationship and looks forward to working with the Friends of the Astoria Column as the project continues.

### **Park Signs**

Several of Astoria's parks do not have signage to identify the property or inform users that it is a public park, in which they are welcome to enjoy. Some of these parks include Shively Park, Fred Lindstrom Park, Children's Park, McClure Park, 14<sup>th</sup> & Grand Park, Alameda Park, Birch Field, Evergreen Fields, Columbia Sports Fields, and Alderbrook Park. To improve upon this and to assist in creating a cohesive image across all of our parks, the Parks and Recreation Department staff would like to replicate the recently re-painted Violet LaPlante Park sign and use them on currently unidentified park property.





## **Ocean View Cemetery**

### **Software System**

Staff has been working towards improving the functionality and management of Ocean View Cemetery by digitizing Cemetery records and exploring software management systems. To assist, a committee was assembled in November to review proposals from two companies in purchasing a software program. After reviewing these two companies, staff began looking at a third option of having a program designed specifically to meet the needs of the department based on the Geographic Information System (GIS) system the City already owns.

Additionally, staff has worked with Clatsop Community College to procure work study students to work on the data entry which will begin in January. There are approximately 16,000 records that each have four sets of data to be entered into a database before the software is up and running.

In January, City Council approved a contract with Mark Scott, of Cartomation Incorporated. This Winter staff has been working with Mark Scott and Clatsop Community College volunteers to digitize cemetery data for the Ocean View Cemetery. Two work study students from the College volunteered from January to March two days per week to enter data.

Eventually the data will be implemented in an online GIS program, enabling the public to have access to all cemetery records.

Mark Scott has successfully scanned all of the index cards, one of the four sets of records currently kept for burials. The College volunteers completed the data entry for the burial permits, the second of four sets of records. These records are now being entered into the GIS system as it is completed. We have hired a new part time staff member to work on data entry, and to work alongside contractor Mark Scott and iFocus consulting to make the cemetery map accessible to the public by the end of the summer. This map won't contain personal data of people buried in the cemetery until all data has been entered.

### **Cemetery Fee Increases**

The Parks and Recreation Department charges fees at Ocean View Cemetery for the purchase of plots, permits, and burial services. Of these fees collected, 40% is directed to the Parks and Recreation Department for continued care and maintenance of the cemetery, while the remaining 60% is directed to the Cemetery Irreducible Fund 408 to provide perpetual care of Ocean View Cemetery once all the graves have been sold. To ensure Ocean View Cemetery is properly maintained and receives sufficient funding for its perpetual care, the fees administered must stay aligned with the cost of operations, as these costs continue to increase 2-3% each year. Currently, fees charged at Ocean View Cemetery have not increased in over a decade and are no longer providing the needed resources to properly maintain the cemetery nor ensure sufficient funding for the cemetery's perpetual care. To address this, Parks and Recreation Department staff has begun a comparative fee study and looks to bring its findings to the Parks Board and City Council this Fall.



### **Bicentennial Trees**

This past Fall city staff, local tree experts, and other interested parties met with representatives from Pacific Power to discuss the dead or dying trees that were planted during Astoria's Bicentennial Celebration. The local tree experts agreed that issues such as soil composition, lack of water, and the type of species were all possible factors in the trees' death. To correct the issue, Pacific Power provided replacement trees, and the Parks and Recreation Department, with assistance from Arbor Care, replanted the trees near Customs House and the Columbia ball fields. The Parks and Recreation Department looks continue to gradual process of replacing and replanting other City of Astoria Bicentennial Trees this coming winter.

### **Wayfinding**

In partnership with the Astoria Downtown Historic District Association (ADHDA) the Parks and Recreation Department is working to incorporate way-finding signage from the River Walk throughout downtown. The Parks and Recreation Department in coordination with the ADHDA Design Committee has consulted the assistance of GREENWORKS, a Portland based Landscape Architecture and Environmental Design Company to lead us through a public process of schematic design and deliver a Wayfinding Concept Plan. To date, GREENWORKS has lead a focus group consisting of members from the ADHDA, Cruise Ship Hosts, Riverfront Trolley Operators, Chamber of Commerce, and City Planning, Engineering, and Parks through 4 of the 6 concept plan stages. To continue forward moment on this project, the Parks and Recreation Department is hosting a Public Meeting on Tuesday, August 19<sup>th</sup> at 6:30 p.m. in the City Hall Council Chambers to present and receive the community's feedback on the developed Wayfinding Concept Plan.

### **Dog Park**

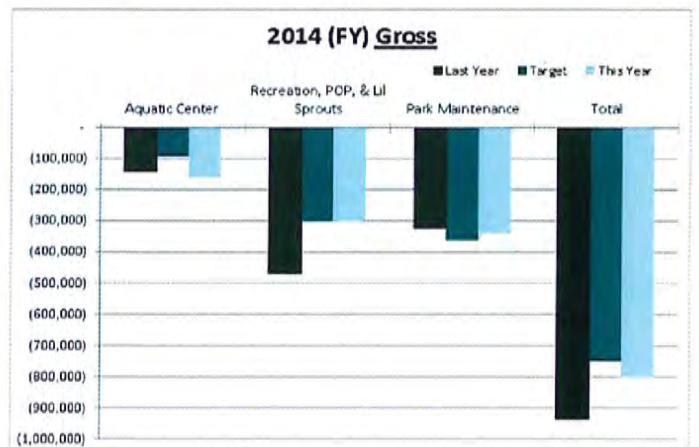
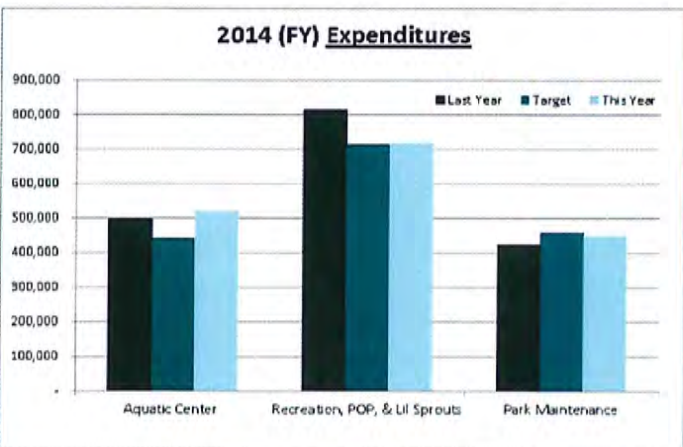
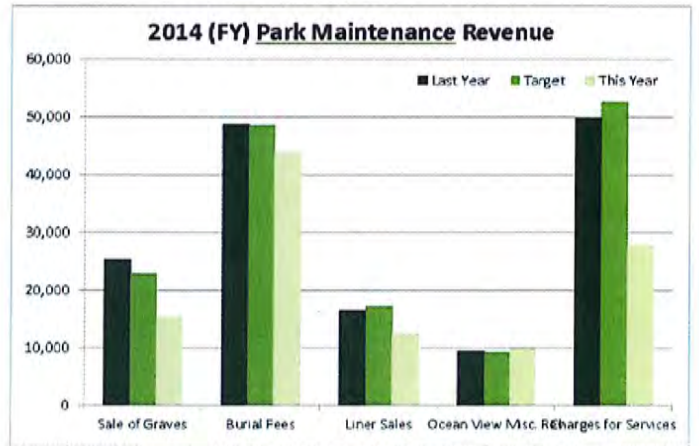
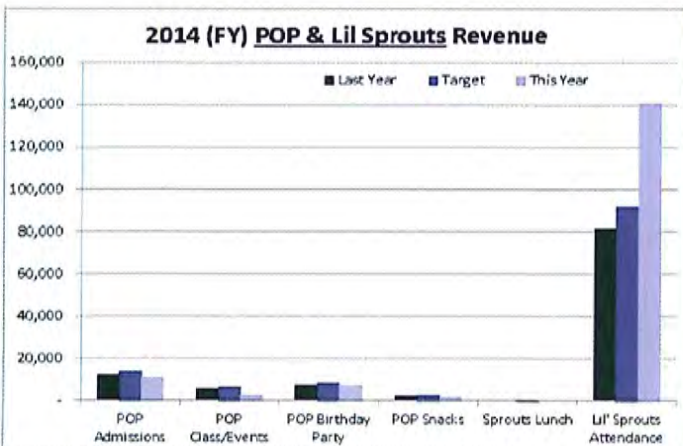
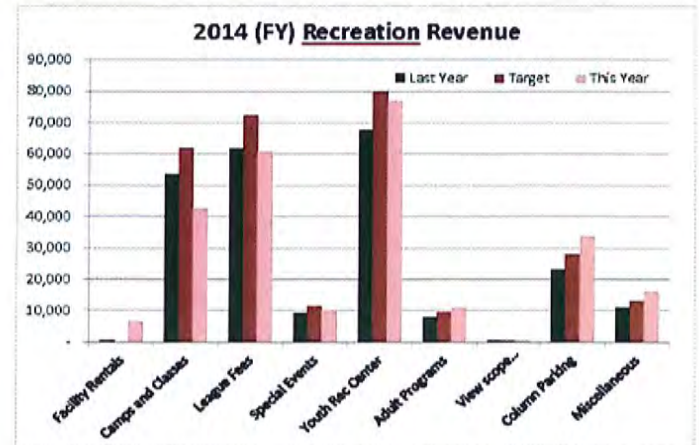
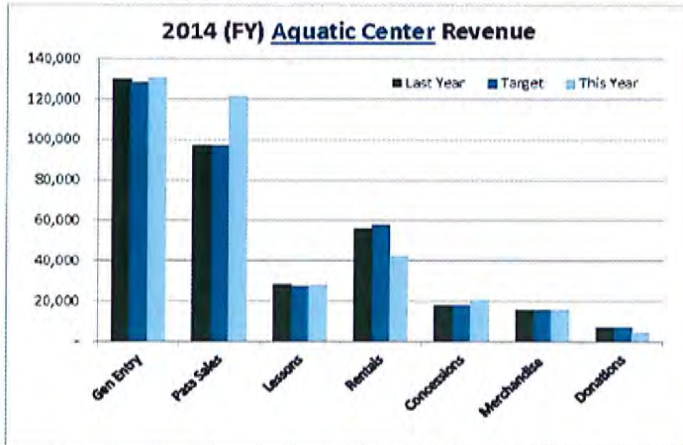
During the 2013-2014 Winter Season the Parks and Recreation Department was contacted by a group of local dog owners interested in developing a dog park within the City. To assist, the Parks and Recreation Department staff has been reviewing possible locations. Potential Dog Park locations that have gained headway are the Pacific Power Young's Bay property and the North East section of Tapiola Park. The Dog Park Friends, with assistance from the Astoria Parks, Recreation, and Community Foundation have begun a fundraising campaign to cover the expenses associated with establishing and maintaining a potential Dog Park. In coordination with the Astoria Dog Park Friends, the Parks and Recreation Department presented an option to locate the Dog Park in Tapiola Park to the Parks Advisory Board at the April 30<sup>th</sup>, 2014 meeting. Park Board shared concern about the location, effect on other user groups, and impacts maintaining a Dog Park would have on the Parks and Recreation Department and advised that it was too early in the scope of the process to determine a location. The Parks and Recreation Department is looking to host a Public Meeting to gather the communicates input in late September 2014.

### **Budget Review**

The Parks and Recreation Department performed well during the 2013 – 2014 fiscal year. Below are graphs indicating the revenues and expenditures from the previous year, established target, and the actual for each division of the Parks and Recreation Department. When comparing the department's revenue and expenses from the 2012 – 2013 fiscal year to the 2013 – 2014 fiscal year, our revenue has increased and our



expenditures have decreased. As illustrated in the graph titled "Gross", this change reduces the Parks and Recreation Departments needed subsidy from the general fund.



Submitted by:

By: Angela Cosby  
 Angela Cosby  
 Director of Parks & Recreation





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

July 23, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **CONDUCT PUBLIC HEARING FOR THE VACATION OF THE 23<sup>RD</sup> & 26<sup>TH</sup> STREETS RIGHTS-OF-WAY**

**DISCUSSION/ANALYSIS**

The City has received a request from Columbia Memorial Hospital (CMH) for the vacation of 11,468 square feet of 23<sup>rd</sup> and 26<sup>th</sup> Streets right-of-way adjacent to their property located at 2265 Exchange Street. CMH would like to use the 23<sup>rd</sup> and 26<sup>th</sup> rights of way to construct a parking lot for the Hospital. The Hospital has received a grant from the Oregon Department of Transportation to improve the highway access at this location. The improvements will include removing the 23<sup>rd</sup> Street access and reconfiguring the 27<sup>th</sup> Street access to better serve traffic flow for both vehicular traffic and pedestrian safety. With these improvements, a continuous sidewalk could be constructed along the south side of Marine Drive providing increased safety for pedestrian access.

City Staff has reviewed the application and is in support of the CMH's request, with the following conditions:

- The proposed vacation will need to include an easement/provision for existing City/Franchise utilities and future utilities.

Due to the public benefit that will be provided by the vacation and the fact that this vacation will accommodate the larger ODOT improvements project and provide improved public safety, staff is recommending that an assessment does not appear to be applicable for this proposal. The applicant will be charged actual costs for processing the request.

At their meeting of July 21, 2014, the Astoria City Council acted to schedule a public hearing on the proposed street vacation on August 4, 2014 at 7:00 p.m.



## **RECOMMENDATION**

Recommend the Astoria City Council conduct the scheduled hearing and first reading of the proposed ordinance to vacate the 23<sup>rd</sup> Street and 26<sup>th</sup> Street rights-of-way.

Submitted By   
Ken P. Cook, Public Works Director

Prepared By   
Jeff Harrington, City Engineer



## 23rd & 26th Street Vacation

Date: 7-8-2014

The south line of the proposed street vacation will be an westerly extension of the south line of vacated Franklin Street(Ord# 60-03) R.O.W. to it's intersection of the East line of Block 141. The north line will be from the NW corner of taxlot 6700 to the NE corner of taxlot 6800 (BLK 141). Shively's, Astoria.





After recording return to:  
Public Works Administration  
1095 Duane Street  
Astoria, OR 97103

**Ordinance No. 14- \_\_\_\_\_**

**AN ORDINANCE GRANTING THE PETITION FOR THE VACATION OF THE 23<sup>RD</sup> AND 26<sup>TH</sup> STREETS  
RIGHT-OF-WAY ADJACENT TO 2265 EXCHANGE STREET, ASTORIA**

The City of Astoria does ordain as follows:

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

The street area where 23<sup>rd</sup> Street, 26<sup>th</sup> Street, and Franklin Avenue intersect just east of the Columbia Memorial Hospital Health and Wellness Pavilion. The south line of the vacation will be a westerly extension of the south line of vacated Franklin Street right-of-way to its intersection of the east line of Block 141. The north line will be a line from the northwest corner of Tax Lot 6700 to the northeast corner of Tax Lot 6800, Block 141.

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

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

Section 5. Effective Date. The provisions of this ordinance shall take effect 30 days after its passage.

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

ADOPTED BY THE COMMON COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

APPROVED BY THE MAYOR THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2014.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager, Pro Tem

ROLL CALL ON ADOPTION      YEA      NAY      ABSENT

Councilor LaMear  
Herzig  
Mellin  
Warr  
Mayor Van Dusen





July 26, 2014

## MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: AUTHORIZATION FOR HEALTHY EATING ACTIVE LIVING (HEAL) CITIES SMALL GRANT APPLICATION TO DEVELOP AND IMPLEMENT A POLICY ENCOURAGING LOCAL FARMERS MARKETS AND TO INCREASE FOOD ACCESS

### DISCUSSION

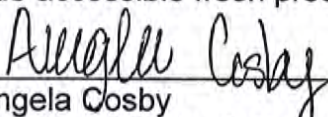
The Healthy Eating Active Living (HEAL) Small Grant Program is part of the Heal Cities Campaign, a joint initiative of the League of Oregon Cities (LOC) and the Oregon Public Health Institute (OPHI) that helps civic leaders create healthy communities. The Campaign encourages cities to adopt policies that will, over time, expand the options for city residents, visitors, and employees to eat healthier food and/or be more physically active (HEAL policies). On July 21<sup>st</sup>, 2014 the Astoria City Council adopted a resolution to become a HEAL City.

The HEAL Cities Small Grant is one of the benefits of the program. HEAL Cities Small Grants will offer implementation grants to up to six cities to implement HEAL policies. The HEAL Cities Small Grants will be successful if, when it ends, more Oregonians have the option to eat healthier food and/or be more physically active.

The Parks and Recreation Department is requesting authorization to apply for a \$5,000 HEAL Cities Small Grant to develop and implement a policy encouraging and supporting our local farmers markets in providing accessible and fresh produce to the community. If received, the HEAL Cities Small Grant would provide marketing assistance for the SNAP match program, and to establish fun, hands on, educational curriculum for the existing youth market programs that expose children to a variety of locally grown fresh fruits and vegetables. It is suggested the Parks and Recreation Department provide an additional 50% in-kind match with staff time, in the amount of \$2,500.

### RECOMMENDATION

It is recommended that City Council approve the application for the HEAL Cities Small Grant in the amount of \$5,000 to develop and implement a policy encouraging and supporting our local farmers markets in their mission to provide accessible fresh produce to the community.

By:   
Angela Cosby  
Director of Parks & Recreation





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

July 21, 2014

**MEMORANDUM**

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: **AUTHORIZATION TO AWARD – FRANKLIN AVENUE SEWER REPLACEMENT PROJECT**

**DISCUSSION/ANALYSIS**

Public Works Operations staff has identified a severely deteriorated combined sewer pipe while performing video inspection work on Franklin Avenue between 26<sup>th</sup> Street and 27<sup>th</sup> Street. The 15" diameter clay pipe has collapsed in several locations, with significant cracking noted in many other areas. Additionally, a manhole on the alignment has settled substantially causing a reverse grade with resultant poor drainage. The existing combined sewer is located directly adjacent to three residents on the south side of Franklin Avenue and is over ten feet deep.

The project to replace the failed pipe will include installation of 550 feet of 15" diameter PVC sewer pipe, five manholes, three sewer laterals, and associated restoration work. The construction is being scheduled to minimize conflict with upcoming Columbia Memorial Hospital redevelopment of the former gas station site.

On May 5, 2014, City Council authorized staff to solicit bids for the project. The following competitive bids were received:

| Contractor             | Total Bid    |
|------------------------|--------------|
| TFT Construction Inc.  | \$182,475.45 |
| Big River Construction | \$187,745.00 |

The Engineer's Estimate prepared for the project is \$120,000. Funding for the project will come from the Public Works Improvement Fund. Bids were significantly higher than anticipated due to expectations of challenging soil conditions by the Contractors. These challenges include anticipation of excessive ground water on the west end of the project, undesirable fill material including sawdust, and potential construction delays associated with petroleum contaminated soil. Staff is hoping to avoid the need for change orders, but because of these challenges, they may be necessary. City Staff will work with the Contractor throughout construction to identify potential cost saving measures.

HLB Otak, Inc. will be providing construction support services to ensure that the construction complies with their design plans for the project.



**Construction Budget Summary:**

| Description                              | Total Amount |
|------------------------------------------|--------------|
| TFT Construction Inc.                    | \$182,475.45 |
| Construction Contingency (10%)           | \$ 18,250.00 |
| Construction Support Services (HLB Otak) | \$ 5,885.00  |
| Anticipated Construction Total           | \$206,610.45 |

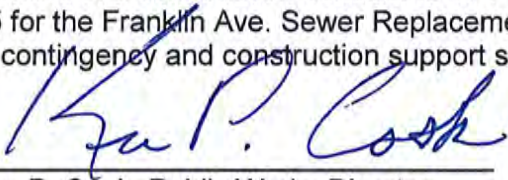
Funds are available for this project in the Public Works Improvement Fund.

City Attorney Blair Henningsgaard has reviewed the attached contract and approved as to form.

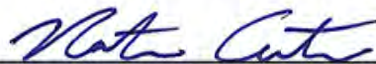
**RECOMMENDATION**

It is recommended that City Council authorize award of a construction contract to TFT Construction Inc. in the amount of \$182,475.45 for the Franklin Ave. Sewer Replacement Project and approve the associated budget for contingency and construction support services.

Submitted By

  
Ken P. Cook, Public Works Director

Prepared By:

  
Nathan Crater, Assistant City Engineer



**60.01.00 - GENERAL**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between TFT Construction, Inc., 53990 West Lane Road, Scappoose, OR 97056, hereinafter called "**CONTRACTOR**" and the City of Astoria, a municipal corporation, hereinafter called "**CITY**."

**WITNESSETH:**

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

**60.2.00 - DESCRIPTION OF WORK**

The **CONTRACTOR** agrees to perform the work of:

**FRANKLIN AVE. SEWER MAIN REPLACEMENT PROJECT (23RD TO 27TH STREET)**

and do all things required of it as per his bid, all in accordance with the described bid, a copy of which is hereto attached and made a part of this contract.

**60.3.00 - COMPLETION OF CONTRACT**

The **CONTRACTOR** agrees that the work under this contract shall be performed within 45 calendar days of Notice to Proceed. If conditions beyond the control of the **CONTRACTOR** prevents completion of the project within the time set, **CONTRACTOR** may request a reasonable extension of time in accordance with APWA General Requirements. If said **CONTRACTOR** has not fully completed this contract within the time set or any extension thereof, he shall pay liquidated damages in accordance with Section 108.6.00 of the Supplementary Conditions to General Requirements.

**60.4.00 - CONTRACT PRICE**

The contract price for this project is \$182,475.45. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

**60.5.00 - CONTRACT DOCUMENTS**

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the APWA Oregon Chapter 1990 Standard Specifications for Public Works Construction with 1996 revisions), general conditions, supplementary conditions, call for bids, special provisions to the engineering specifications, instructions to bidders, all addenda and all modifications thereto and bid are, by this reference, incorporated into this contract and are fully a part of this contract.

**60.6.00 - CHANGES IN WORK**

With the consent of the **CONTRACTOR's** surety, the **CITY** may change the plans, specification, character of the work, or quantity of work, provided the total value of all such changes, both additive and deductive, does not exceed the following:



A. An increase or decrease of more than 25 percent of the total cost of the work calculated from the original proposal quantities and the unit contract prices; or,

B. An increase or decrease of more than 25 percent in the quantity of any one major contract item.

For condition b) above, a major item is defined as any item that amounts to 10 percent or more of the total contract price. If it is necessary to exceed this limitation, the change shall be by written supplemental agreement between the **CONTRACTOR** and **CITY**.

Any change shall be in writing and state the dollar value, method of payment, and any adjustments in contract time, and shall provide for the signatures of the **CONTRACTOR** and **CITY**.

Changes in plans and specifications, requested in writing by the **CONTRACTOR**, which do not materially affect the work, may be granted by the Engineer. Payment will be made in accordance with Section 60.4.00 of this contract.

#### **60.7.00 - COMPLIANCE**

The **CONTRACTOR** specifically agrees to comply with all laws, ordinances, and regulations applicable to municipal contracts and to make prompt payment of all amounts that may be due from said **CONTRACTOR** in the way of taxes or lawful deductions and to make prompt payment of all labor and materials, and save the **CITY** harmless from any damages or claims whatsoever in the performance of this contract.

The **CONTRACTOR** further agrees to comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences, or other protective facilities.

**CONTRACTOR** agrees to take every precaution against injuries to persons or damage to property.

The **CONTRACTOR** agrees that the work will be done to the satisfaction and approval of the Engineer of the **CITY** of Astoria.

**CONTRACTOR** agrees to store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of their work or the work of any other employees or persons.

**CONTRACTOR** agrees to hold the **CITY** free and harmless from all liability to persons and property for failure to leave the premises in a safe condition and to make payment to all persons employed by them in such project.

#### **60.8.00 - ADDITIONAL CONTRACTOR RESPONSIBILITIES**

**CONTRACTOR** is responsible for obtaining and paying for all necessary permits.



**CONTRACTOR** shall verify existing conditions and locations of all utilities and shall notify the Engineer of any discrepancies that may affect the work.

**CONTRACTOR** is responsible for contacting the utilities to have the lines relocated or repaired as necessary.

#### **60.9.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR**

**A. CONTRACTOR's** services shall be provided under the general supervision of **CITY's** project director or his designee, but **CONTRACTOR** shall be an independent **CONTRACTOR** for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 60.4.00 of this Contract.

**B. CONTRACTOR** acknowledges that for all purposes related to this Contract, **CONTRACTOR** is and shall be deemed to be an independent **CONTRACTOR** and not an employee of **CITY**, shall not be entitled to benefits of any kind to which an employee of the **CITY** is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that **CONTRACTOR** is found by a court of law or an administrative agency to be an employee of the **CITY** for any purpose, **CITY** shall be entitled to repayment of any amounts from **CONTRACTOR** under the terms of the Contract; to the full extent of any benefits or other remuneration **CONTRACTOR** receives (from **CITY** or third party) as result of said finding and to the full extent of any payments that **CITY** is required to make (to **CONTRACTOR** or to a third party) as a result of said finding.

**C.** The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of Astoria, or any partnership or corporation in which a **CITY** employee has an interest, has or will receive any remuneration of any description from the **CONTRACTOR**, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.

#### **60.10.00 SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION**

**A. CONTRACTOR** shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by **CITY** of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between subcontractor and **CITY**.

**B. CONTRACTOR's** relations with subcontractors shall comply with ORS 279C.580. In accordance with that statute:

1. **CONTRACTOR** shall include in each subcontract for property or services entered into by the **CONTRACTOR** and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:

(a) A payment clause that obligates the **CONTRACTOR** to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 day out of such amounts as are paid to the **CONTRACTOR** by the contracting agency under the contract; and



(b) An interest penalty clause that obligates the **CONTRACTOR**, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract under paragraph (a) of this subsection. A **CONTRACTOR** or first-tier sub-contractor may not be obligated to pay an interest penalty if the only reason that the **CONTRACTOR** or first-tier sub-contractor did not make payment when payment was due is that the **CONTRACTOR** or first-tier subcontractor did not receive payment from the contracting agency or **CONTRACTOR** when payment was due. The interest penalty shall be: (A) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and (B) Computed at the rate specified on ORS 279C.515 (2).

2. **CONTRACTOR** shall include in each of the **CONTRACTOR's** subcontracts, for the purpose of performance of such contract condition, a provision requiring the first-tier subcontractor to include a payment clause and an interest penalty clause conforming to the standards of subsection (1) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

The above required clauses are required by ORS 279C.580 (3) and (4) and all the provisions of ORS 279C.580 are applicable.

**C. CONTRACTOR** certifies that all subcontractors performing work described in ORS 701.005(3) or ORS 671.520(1) will be registered with the Construction Contractors Board or by the State Landscape Contractors Board before the subcontractors commence work under this contract.

**D. Assignment or Transfer Restricted.** The **CONTRACTOR** shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the **CITY's** prior written consent. Unless otherwise agreed by the **CITY** in writing, such consent shall not relieve the **CONTRACTOR** of any obligations under the contract. Any assignee or transferee shall be considered the agent of the **CONTRACTOR** and be bound to abide by all provisions the contract. If the **CITY** consents in writing to an assignment, sale, disposal or transfer of the **CONTRACTOR's** rights or delegation of the **CONTRACTOR's** duties, the **CONTRACTOR** and its surety, if any, shall remain liable to the **CITY** for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the **CITY** otherwise agrees in writing.

**E. CONTRACTOR** certifies that **CONTRACTOR** has not discriminated and will not discriminate against minority, women or small business enterprises in obtaining any required subcontracts.

#### **60.11.00 - EARLY TERMINATION**

**A.** This Contract may be terminated without cause by mutual written consent of the parties. In addition, the parties may agree to terminate the contract:

1. If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third



party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or

2. If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment. When a Contract, or any divisible portion thereof, is terminated pursuant to this section, the **CITY** shall pay the **CONTRACTOR** a reasonable amount of compensation for preparatory work completed and for costs and expenses arising out of termination. The **CITY** shall also pay for all work completed, based on the contract price. Unless the work completed is subject to unit or itemized pricing under the Contract, payment shall be calculated based on percent of contract completed. No claim for loss anticipated profits will be allowed.

C. Responsibility for Completed Work. Termination of the contract or a divisible portion thereof pursuant to this section shall not relieve either the **CONTRACTOR** or its surety of liability for claims arising out of the work performed.

D. Termination under any provision of this paragraph shall not affect any right, obligation or liability of **CONTRACTOR** or **CITY** which accrued prior to such termination.

E. If work is suspended under circumstances described in A (1) but the contract is not terminated, the **CONTRACTOR** is entitled to a reasonable extension of time to complete the contract, and reasonable compensation for all costs resulting from the suspension plus reasonable allowance for overhead with respect to such costs.

#### **60.12.00 - CANCELLATION FOR CAUSE**

**CITY** may cancel all or any part of the Contract if **CONTRACTOR** breaches any of the terms herein or in the event of any of the following: Insolvency of **CONTRACTOR**; voluntary or involuntary petition in bankruptcy by or against **CONTRACTOR**; appointment of a receiver or trustee for **CONTRACTOR**, or an assignment for benefit of creditors of **CONTRACTOR**. Damages for breach shall be those allowed by Oregon Law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal.

#### **60.13.00 - NONWAIVER**

The failure of the **CITY** to insist upon or enforce strict performance by **CONTRACTOR** of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

#### **60.13.01 - REMEDIES**

Consequences for **Contractor's** failure to perform the scope of work identified in the invitation to bid or the **Contractor's** failure to meet established performance standards may include, but are not limited to:

(A) Reducing or withholding payment;



(B) Requiring the contractor to perform, at the contractor's expense, additional work necessary to perform the identified scope of work or meet the establish performance standards; or

(C) Declaring a default, terminating the public contract, and seeking damages and other relief available under the terms of the public contract or other applicable law.

(D) Liquidated damages as calculated in Division 98, Supplementary Conditions, Section 108.6.00

#### **60.14.00 - SUIT OR ACTION**

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

#### **60.15.00 - CONFLICT BETWEEN TERMS**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the **CONTRACTOR**, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

#### **60.16.00 - INDEMNIFICATION**

The **CONTRACTOR** agrees to indemnify and to hold harmless the **CITY**, its officers, employees and agents against and from any and all loss, claims, actions, suits, including costs and attorney's fees, for or on account of injury, bodily or otherwise, to, or death of persons, damage to or destruction of property belonging to **CITY**, **CONTRACTOR** or others, resulting from **CONTRACTOR's** negligence.

#### **60.17.00 - WORKERS' COMPENSATION**

All employers, including **CONTRACTOR**, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. **CONTRACTOR** shall ensure that each of its subcontractors complies with these requirements. (ORS 279C.530 (2)).

#### **60.18.00 - LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES**

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

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



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

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

**60.19.00 - PAYMENT OF CLAIMS BY PUBLIC OFFICERS; PAYMENT TO PERSONS FURNISHING LABOR AND MATERIALS; AND COMPLAINTS**

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

B. If the **CONTRACTOR** or a first-tier subcontractor fails, neglects, or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a **CONTRACTOR**, the **CONTRACTOR** or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 30-day period that payment is due under ORS 279C.580 and ending upon final payment, unless payment is subject to a good faith dispute as defined in 279C.580. The interest penalty shall be as provided in ORS 279C.580.

C. If the **CONTRACTOR** or a sub-contractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

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

**60.20.00 - HOURS OF LABOR**

No person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, the employee shall be paid at least time and a half pay:

A. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or

B. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and

C. For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.

D. **CONTRACTOR** must give notice to employees who work on a public contract in writing,



either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees of the number of hours per day and days per week that the employees may be required to work.

**E. CONTRACTOR** will comply with the requirements of ORS 279C545 regarding time limitation or claim for overtime, posting of circular.

#### **60.21.00 - PAYMENT OF MEDICAL CARE**

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

#### **60.22.00 - DRUG TESTING PROGRAM**

**CONTRACTOR** shall demonstrate, to the satisfaction of the Public Works Director that an employee drug-testing program is in place. **CONTRACTOR** may attach hereto a written description of his drug testing program, or a copy of the adopted drug-testing program, to comply with this condition.

#### **60.23.00 – PREVAILING WAGE RATE**

**A. Prevailing Wage Rate.** The **CONTRACTOR** is required to pay prevailing wage rates in conformance to ORS 279C.800 thru 279C.845. A current copy (title page only) of Prevailing Wage Rates for Public Works contracts in Oregon is included in Section 40 of the specifications. The website address where these publications are available is: [http://www.oregon.gov/BOLI/WHI/PWR/pwr\\_db2.shtml](http://www.oregon.gov/BOLI/WHI/PWR/pwr_db2.shtml). All subcontracts shall contain a provision that workers shall be paid not less than the prevailing wage rate.

**B. Statutory Public Works Bond.** **CONTRACTOR** shall have a Public Works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836. **CONTRACTOR** shall include a provision in every subcontract requiring the subcontractor to have a public works bond on file with the Construction Contractors Board before starting work on the project, unless exempt under the terms of ORS 279C.836.

**C. Certified Payroll Reports.** **CONTRACTOR** or **CONTRACTOR's** surety and every subcontractor or subcontractor's surety shall file certified payroll reports with the **CITY** in conformance with ORS 279C.845. The **CITY** is required to withhold 25% of amounts earned by **CONTRACTOR** if certified payroll reports are not submitted as required.

#### **60.24.00 – INSURANCE**

**A. Commercial General Liability.** **CONTRACTOR** shall obtain, at **CONTRACTOR'S** expense



and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less \$1,000,000 per occurrence and the annual aggregate not less than \$2,000,000. Coverage shall include contractors, subcontractors and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis, and coverage will be primary, not contributory. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

**C. Additional Insured.** The liability insurance coverage shall include CITY and its officers and employees as Additional Insured but only with respect to **CONTRACTOR'S** activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, **CONTRACTOR** shall furnish a certificate to **CITY** from each insurance company providing insurance showing that the **CITY** is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

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

#### **60.25.00 - PERFORMANCE AND PAYMENT BOND**

The **CONTRACTOR** further agrees to furnish a performance bond and a payment bond in approved forms each in the amount of 100% for the full performance and payment of the terms of this contract.

#### **60.26.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), **CONTRACTOR** certifies under penalty of perjury that the **CONTRACTOR**, to the best of **CONTRACTOR's** knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

#### **60.26.01 - CITY OCCUPATION TAX**

Prior to starting work, **Contractor** shall pay the City occupation tax and provide the Public Works Department with a copy of occupation tax receipt. **Contractor** shall, likewise, require all

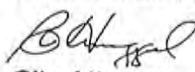


subcontractors to pay the City occupation tax and provide a copy of the receipt to the Public Works Department prior to commencement of work.

**60.27.00 - NO THIRD PARTY BENEFICIARIES**

This agreement and each and every provision is for the sole benefit of the **CITY** and **CONTRACTOR** and no third parties have any rights or benefits except to the extent expressly provided herein.

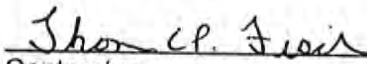
APPROVED AS TO FORM:

  
City Attorney \_\_\_\_\_ Date \_\_\_\_\_  
Digitally signed by  
com.apple.adobe.pdfapi  
6775414454059324e744d354e773d3d  
DN:  
c=US, o=Apple Inc., email=pdfapi@apple.com, cn=Apple Inc.  
6775414454059324e744d354e773d3d  
Date: 2014.07.18 12:06:30 -0700

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

BY: \_\_\_\_\_  
Mayor Date

ATTEST:

  
Contractor \_\_\_\_\_ Date \_\_\_\_\_

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



**Jenny Cordiner**

---

**From:** Dale McDowell <dale@tftconstruction.net>  
**Sent:** Wednesday, July 16, 2014 5:22 AM  
**To:** Jenny Cordiner  
**Subject:** Re: 27th & Franklin Sewer Replacement

Jenny,

You are correct - I ran a tape on the Bid Form and came out with \$182,475.45 as well.

Thank you

Dale

On Tue, Jul 15, 2014 at 4:20 PM, Jenny Cordiner <[jcordiner@astoria.or.us](mailto:jcordiner@astoria.or.us)> wrote:

Dale,

Here is the bid tab. Please review the total bid difference of \$4,257.90.

Thanks,

Jenny Cordiner

Engineering Secretary

City of Astoria

1095 Duane Street

Astoria, OR 97103

Phone 503-338-5173

Fax 503-338-6538



--  
Dale McDowell  
TFT Construction Inc  
CCB#104648  
Office (503)543-7979  
Fax (503)543-7299  
Cell (503)250-0148  
[www.tftconstruction.net](http://www.tftconstruction.net)  
[dale@tftconstruction.net](mailto:dale@tftconstruction.net)



## BID FORM

The undersigned, having full knowledge of the quality and quantity of work and material required, hereby proposes to furnish all labor, material and equipment required to complete the work of:

### FRANKLIN AVE. SEWER MAIN REPLACEMENT PROJECT (23RD TO 27TH STREET)

in accordance with the Scope of Work described in Div. 20.2.00 Scope of Work included within these documents and at the following prices within 45 calendar days from the date of Notice to Proceed.

| ITEM NO | ITEM DESCRIPTION                                                   | ESTIMATED QUANTITY | UNIT | UNIT PRICE        | TOTAL (IN FIGURES)  |
|---------|--------------------------------------------------------------------|--------------------|------|-------------------|---------------------|
| 1.      | Mobilization                                                       | 1                  | LS   | \$                | \$ 7442.00          |
| 2.      | Traffic Control                                                    | 1                  | LS   | \$                | \$ 463.75           |
| 3.      | Construction Staking                                               | 1                  | LS   | \$                | \$ 2695.00          |
| 4.      | Reestablish Permanent Survey Marker                                | 1                  | LS   | \$                | \$ 1100.00          |
| 5.      | Subsurface Investigation                                           | 18                 | EA   | \$ 438.66         | \$ 7895.88          |
| 6.      | Compaction Testing                                                 | 12                 | EA   | \$ 140.55         | \$ 1686.60          |
| 7.      | Erosion Control                                                    | 1                  | LS   | \$                | \$ 1109.45          |
| 8.      | Sawcut                                                             | 875                | LF   | \$ 4.59           | \$ 4016.25          |
| 9.      | Demo Existing Asphalt/Concrete                                     | 460                | SY   | \$ 9.35           | \$ 4301.00          |
| 10.     | Remove and Replace Signs/Mailboxes                                 | 1                  | LS   | \$ <del>320</del> | \$ 332.86           |
| 11.     | Abandon Existing Manhole                                           | 2                  | EA   | \$ 645.00         | \$ 1290.00          |
| 12.     | Abandon Existing 15" Sewer Main                                    | 1                  | LS   | \$                | \$ 2806.66          |
| 13.     | Abandon Existing Storm Lateral                                     | 135                | LF   | \$ 5.87           | \$ 792.45           |
| 14.     | Connect to Existing Manhole SS-23-591-SS/SD                        | 1                  | LS   | \$                | \$ 1035.67          |
| 15.     | Connection to Existing Manhole SS-MD-2701-SS/SD                    | 1                  | LS   | \$                | \$ 806.99           |
| 16.     | 15" Dia. PVC Sewer Pipe (Main A, B & C)                            | 195                | LF   | \$ 205.13         | \$ 40000.35         |
| 17.     | 15" Dia. PVC Sewer Pipe with Polyethylene Encasement (Main D)      | 244                | LF   | \$ 175.61         | \$ 42848.84         |
| 18.     | 15" Dia. PVC Sewer Pipe (Main E)                                   | 60                 | LF   | \$ 143.71         | \$ 8622.60          |
| 19.     | 15" Dia. PVC Sewer Pipe, including demo of existing sewer (Main F) | 45                 | LF   | \$ 167.00         | \$ 7515.00          |
| 20.     | Standard Manhole (A, B & C)                                        | 3                  | EA   | \$ 4498.00        | \$ 13494.00         |
| 21.     | Drop Manhole (D)                                                   | 1                  | EA   | \$ 6562.00        | \$ 6562.00          |
| 22.     | Cast-in-Place Manhole (E)                                          | 1                  | EA   | \$ 6613.00        | \$ 6613.00          |
| 23.     | Sanitary Sewer Lateral, Clean-out and Connection                   | 3                  | EA   | \$ 2594.00        | \$ 7782.00          |
| 24.     | Storm Lateral and Connection                                       | 3                  | EA   | \$ 1977.30        | \$ 5931.90          |
| 25.     | TV Inspection of Completed Sewers                                  | 1                  | LS   | \$                | \$ 805.00           |
| 26.     | Handling and Disposal of Contaminated Soil                         | 70                 | Ton  | \$ 64.66          | \$ 4526.20          |
|         |                                                                    |                    |      | <b>TOTAL BID:</b> | <b>\$178,217.55</b> |

Enclosed herewith is a bid surety deposit in the amount of at least five percent (5%) of the bid.

The undersigned bidder hereby represents as follows: That this bid is made without connections with any person, firm or corporation making a bid for same, and is in all respects fair and without collusion or fraud.



Contractor agrees comply with ORS 279C.838 or ORS 279C.840 or 40 USC3141, et seq, if the contract is subject to state or federal prevailing wage laws.

The undersigned is X YES        NO a resident bidder, as defined in ORS 279A.120. (PLEASE CHECK ONE)

The bidder acknowledges receiving and incorporating changes described in Addenda NO.        through       .

7/15/2014  
DATE

BID OPENING: July 15, 2014

TFT Construction Inc.  
BIDDER

J. C. J. President  
SIGNED (NAME AND TITLE)

53990 West Lane Road  
MAILING ADDRESS

Scappoose, OR. 97056  
CITY, STATE, AND ZIP CODE

PHONENUMBER: 503-543-7979

CORPORATION: X YES        NO

IF NO, TAX ID NUMBER OR SOCIAL

SECURITY NUMBER:

CONTRACTOR BOARD NO. 104648



BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS:

Bond N/A

That We, TFT Construction, Inc. of 53990 West Lane Road, Scappoose, OR 97056

(hereinafter called the principal), as principal, and Travelers Casualty and Surety Company of America, a corporation organized and doing business under and by virtue of the laws of the State of Connecticut, and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the State of Oregon as Surety, are held and firmly bound unto City of Astoria, 1095 Duane St., Astoria, OR 97103 (hereinafter called the Obligee)

in the just and full sum of Five Percent of the Total Amount Bid----

----- Dollars (\$ --5%-- ) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the Franklin Avenue Sewer Main Replacement Project 23rd to 27th Street

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 15th day of July, 2014

TFT Construction, Inc.

By Th CP. Jones

Travelers Casualty and Surety Company of America

By Tami Jones

Tami Jones, Attorney-in-Fact





## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 224582

Certificate No. 005844432

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gene M. Dietzman, Gloria Bruning, James P. Dooney, John D. Klump, Philip O. Forker, Ray M. Paiement, Vicki Mather, J. Patrick Dooney II, Richard W. Kowalski, Brent Olson, Joel Dietzman, Tami Jones, Karen A. Pierce, and Christopher Reburn

of the City of Portland, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

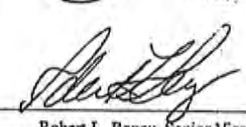
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of March, 2014.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

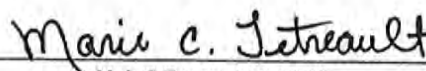
By: 

Robert L. Raney, Senior Vice President

On this the 27th day of March, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



  
 Marie C. Tetreault, Notary Public



WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

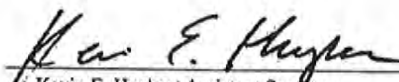
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of July, 20 14.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATION OF NONDISCRIMINATION

Pursuant to the requirements of ORS 279A.110, I certify that I have not discriminated and will not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, woman or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225.

DATE 7/15/2014

TET Construction Inc.  
BIDDER

NOTE: THIS STATEMENT MUST BE RETURNED WITH THE BID.



FIRST TIER SUBCONTRACTOR'S DISCLOSURE FORM

~~COPY~~

PROJECT NAME: Franklin Ave Sewer Main Replacement Project

BID CLOSING: DATE: 7/15/2014 TIME: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor who will be furnishing labor or materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed  
(ATTACH ADDITIONAL SHEETS IF NEEDED.)

| Name           | Dollar Value | Category of Work |
|----------------|--------------|------------------|
| 1) _____       | \$ _____     | _____            |
| 2) <u>NONE</u> | \$ _____     | _____            |
| 3) _____       | \$ _____     | _____            |
| 4) _____       | \$ _____     | _____            |

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form Submitted by (Bidder Name): TFT Construction Inc.

Contact Name: Dale Mc Dowell

Phone no.: 503-250-0148





**CONTRACT AMENDMENT  
BETWEEN  
THE CITY OF ASTORIA AND OTAK, INC.  
FOR  
FRANKLIN AVE. SEWER REPLACEMENT PROJECT (23<sup>RD</sup> TO 27<sup>TH</sup> STREET)**

The AGREEMENT dated June 21, 2013, by and between THE CITY OF ASTORIA, hereinafter called "THE CITY" and OTAK, INC., hereinafter called "CONSULTANT", is hereby amended as follows:

Amend Scope of Services of the AGREEMENT for construction services (see attached proposal dated July 22, 2014).

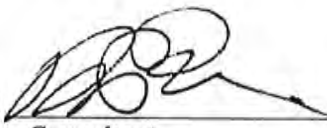
Amend Compensation of the AGREEMENT to increase contract amount by \$5,885.00.

IN WITNESS WHEREOF, THE CITY AND CONSULTANT have executed this AMENDMENT as of \_\_\_\_\_, 2014.

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

CONSULTANT:  
Otak, Inc.

BY: \_\_\_\_\_  
Brett Estes  
City Manager Pro Tem  
Date

BY:  7-23-2014  
Consultant  
Date

BY: \_\_\_\_\_  
Ken P. Cook  
Public Works Director  
Date





HanmiGlobal Partner

4253-a hwy 101 n • seaside, oregon 97138

ph (503) 738-3425 • fax (503) 738-7455

www.otak.com

July 22, 2014

Nathan Crater, PE, Assistant City Engineer  
City of Astoria  
1095 Duane St  
Astoria, Oregon 97103

**Re: Franklin Avenue Sewer Main Replacement Project (23rd St. – 27<sup>th</sup> St.)**  
***Otak Project No. 67269.B***

Dear Mr. Crater:

HLB Otak, Inc. (Otak) appreciates the opportunity to submit this proposal for professional services for the Franklin Avenue Sewer Main Replacement Project.

### **Project Approach**

Otak recently helped the City with the design of a newer sanitary sewer system that will replace approximately 560 lineal feet of existing sewer main and 2 manholes.

This project was publically bid and a contractor is currently being selected. The City has asked that Otak provide on-call construction observation. This work is intended to help the City when necessary and to provide enough oversight of the project to certify its completion.

### **Scope of Work**

#### **I. Construction Observation/Agency Approval**

Otak's project engineer will conduct periodic observations of the sewer main construction work to determine if the construction work is in compliance with the plans and specifications. In addition, our staff will observe the periodic testing such as sewer main pressure test and manhole vacuum testing. The project engineer will prepare a final project punch list as the project nears completion and will complete the final approval letters, or note the needed repairs if any final work remains to be completed by the contractor. Our engineering staff will prepare and submit the final construction certificate that is required by the Oregon Department of Environmental Quality, following completion of construction, in accordance with state and local ordinances in effect at the time the design is completed.

Otak has assumed 8 site visits, at 3 hours per visit, plus one inspection report per visit. This task also includes miscellaneous coordination with the City, attendance to onsite meetings and assistance with RFI's.



## **II. As-Built Drawings**

Once construction is complete and the final construction changes have been recorded by the Contractor, Otak will prepare "as-built" drawings for the City. We will submit the as-built drawings to the City in both paper copy and electronic format (pdf or CAD) for your use.

## **Schedule**

We are prepared to begin work immediately upon receiving signed approval below.

| <b>Task Description</b>                     | <b>Start Date</b>  | <b>Completion Date</b> |
|---------------------------------------------|--------------------|------------------------|
| I. Construction Observation/Agency Approval | August 1, 2014     | September 15, 2014     |
| II. As-Built Drawings                       | September 15, 2014 | October 5, 2014        |

Otak will not be liable for delays in the project schedule due to extended or delayed agency or client review that is not within our control. Administrative authority approval may extend timelines.

## **Proposed Fee Summary**

|                                              |                |
|----------------------------------------------|----------------|
| I. Construction Observation/Agency Approval  | \$4,500        |
| II. As-Built Drawings                        | \$1,000        |
| Reimbursable Expenses (7%)                   | \$385          |
| <b>Proposed Time and Materials Fee Total</b> | <b>\$5,885</b> |

Otak proposes completing the above work on a time and materials basis for the amount of \$5,885. All in-house reimbursable costs, and any out-of-house direct costs, such as copies, reproductions, facsimiles, etc., are included in the contract amount and will be invoiced at 7 percent of the monthly labor costs. Copies of direct expense vouchers are not provided with the invoices. Subconsultants will be invoiced at cost plus 10 percent.

## **Deliverables**

- Inspection Report –PDF electronic copy
- Certification Letter – (1) Hard copy and a PDF electronic copy

## **Conditions/Assumptions**

Our scope of services and fees, as outlined herein, are based on the following assumptions and conditions:

1. Only those items specifically identified in the scope of work are included in the fees. If the project is materially changed, or if Client desires other professional services not already included in this Agreement, then additional compensation shall be paid to Otak, which shall be subject to negotiation by both parties. The terms of the Agreement shall apply to such additional services.
2. Assumes that City staff will be the primary inspector during construction. Otak representative will visit the site as requested and coordinated with the City.



*Nathan Crater, PE – Assistant Engineer  
Franklin Avenue Sewer Main Replacement Project*

Page 3  
July 22, 2014

If this proposal is acceptable, please sign your approval below and return to my attention. Please feel free to call me at (503) 738- 3425 if you have any questions. On behalf of Otak, we look forward to working with you.

Sincerely,

Otak, Inc.

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

Collin Stelzig, PE  
Professional Engineer

Enclosure: General Terms and Conditions for Small Projects, revised 10/02/08  
cc: Otak Contracts





July 26, 2014

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: ASTORIA SENIOR CENTER LEASE AMENDMENT

**DISCUSSION**

In December, 2013, Astoria City Council entered into a lease agreement with the Astoria Senior Center, a 501(C)(3) foundation, to utilize space in the former Astoria Yacht Club building, located at 1555 West Marine Drive, while the Astoria Senior Center's permanent location at 1111 Exchange Street is undergoing renovations.

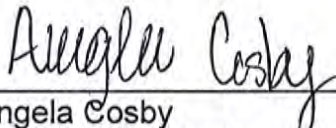
On July 7, 2014 the Astoria City Council voted to delay distribution of the bid request, as there were concerns that distribution during the summer could trigger increased construction costs. Completion of the Senior Center remodel is now expected to be completed in August 2015.

Additionally, the Parks and Recreation Department has relocated the Astoria Recreation Center (ARC) to the former Astoria Yacht Club, the same building currently housing the Astoria Senior Center. The Parks and Recreation Department is pleased to share the un-programed areas of the building with the Senior Center, however the current lease agreement, requires the Senior Center to be responsible for paying all of the electrical charges. Given that two-thirds of the location is being utilized by the Astoria Recreation Center, this would now be an unreasonable request.

Therefore, the Parks and Recreation Department would like to amend the current lease agreement with the Astoria Senior Center to extend the lease until September 2015, and to divide the facilities electrical costs, requiring the Parks and Recreation Department to be responsible for two-thirds of all electricity costs, or the total monthly cost minus \$275.00, whichever is greater. Parks staff have met with the Senior Center Executive Director, Larry Miller, and he feels the electric bill split is appropriate. The City currently covers the Senior Center's water fees, natural gas charges, and garbage collection in the Yacht Club.

**RECOMMENDATION**

It is recommended that City Council approve the amended lease agreement with the Astoria Senior Center.

By:   
Angela Cosby  
Director of Parks & Recreation



## LEASE AGREEMENT

This Lease, made in duplicate at Astoria, Oregon on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Astoria hereinafter referred to as CITY; and the Astoria Senior Center, Inc., a not for profit corporation, hereinafter referred to as LESSEE;

WITNESSETH:

That in consideration of the covenants, agreements and stipulations herein contained, the CITY does hereby lease unto the LESSEE that certain building and premises, known as the Astoria Yacht Club, located at 1555 Marine Drive, Astoria, Oregon, under the following terms and conditions.

The CITY will:

1. Provide water service and weekly Western Oregon Waste garbage pickup.
2. Provide natural gas for heating not to exceed \$1,850 annually.
3. Allow the LESSEE use of the east end of the building illustrated in attachment A.
4. Charge no rent for LESSEE use of the property.
5. Retain authority to use portions of the building for other City purposes, including premises being used by LESSEE.
6. Provide parking.
7. Have access to the property at all reasonable times for inspection, maintenance and other purposes.
8. Reserve the right to terminate the lease at any time at its sole discretion upon providing to LESSEE sixty (60) days written notice in advance of the date of termination.
9. Provide an insurance policy which will cover the structure from damage which may occur by fire.
10. Be responsible for 2/3 of all electricity costs, or the total monthly cost minus \$275.00, whichever is greater. The account will be in the name of the City. The City will provide the lessee with a copy of all electrical statements. The lessee shall pay the amount due to the City no later than 15 days from receipt of such bill.

The LESSEE will:

1. Be responsible for opening and closing of building.
2. Provide weekly cleaning service, including cleaning of restrooms and floors.



3. Provide the name of a responsible person as police contact should the building be left unsecured or other problems arise needing police attention.
4. Be responsible for 1/3 of all electricity costs or \$275.00, whichever is less. The account will be in the name of the City. The City will provide the lessee with a copy of all electrical statements. The lessee shall pay the amount due to the City no later than 15 days from receipt of such bill.
5. Reimburse the City for all heating costs beyond \$1,850 annually.
6. Provide toilet paper, paper towels, and florescent tubes for light fixtures.
7. Provide all programming resources, including staffing, refreshments, materials and other program costs.
8. Be responsible for all costs related to hired employees, including but not limited to paying minimum wages, taxes and workers compensation.
9. Provide all decorations and program supplies.
10. During normal hours of operation, provide access to City parks crews and any party with City authorization to use any portion of the building.
11. Not sublease any portion of the building.
12. May not store rummage, chemicals, junk, rubbish, personal items or any other items which may present a fire, health or safety hazard.
13. Make no alteration to the building or premises without written authority of the City.
14. Submit an application for property tax exemption and all required documentation to Clatsop County, as required to continue exemption.
15. The LESSEE shall secure at its expense and keep in effect during the term of the contract, a commercial general liability policy on an occurrence form basis. There shall be a combined single limit of \$1,000,000 per occurrence.

As evidence of the insurance coverage required by this contract and prior to execution or performance of any activities under this agreement, the LESSEE shall furnish a certificate of insurance to the CITY. The certificate will name the CITY, its officers, employees and agents as an insured for the duration of the lease and will indicate the deductible amounts, what endorsements are included and what exclusions are removed from the policies.

Insurance policies required in this agreement shall be endorsed to require insurer to give at least thirty (30) days prior written notice to the CITY of any cancellation, material changes or intent not to renew of such insurance policies.



The CITY and LESSEE waive all rights of subrogation against each other for damage caused by fire or other perils to the extent covered by insurance.

16. Indemnify, defend and hold harmless the CITY from all liability resulting from use of the building, including attorney fees and costs incurred by CITY in representing its interest.
17. Be responsible for maintenance of all equipment and property, including but not limited to pool tables, kiln, coffee units, refrigerators and exhibits.
18. Protect, maintain and keep the facility neat and in good order at all times.
19. Have all garbage and recyclable materials removed from property each week.
20. Be authorized to conduct fundraisers to obtain money for operation of the Center.
21. Report any vandalism, damage, injury or unusual occurrence to the Parks and Recreation Department. Such reports shall be provided within 24 hours of occurrence.

It is mutually understood and agreed that any improvements made to the building in any form, whether real property or personal property or fixtures, shall, upon termination of the lease, be the property of the CITY.

This lease is effective for August 5, 2014 for thirteen (13) months and may be amended by mutual consent of both parties.

IN WITNESS WHEREOF, the respective parties have executed this instrument the day and year first herein above written, in duplicate.

CITY OF ASTORIA, OREGON

ASTORIA SENIOR CENTER, INC.

\_\_\_\_\_  
Willis L. Van Dusen, Mayor

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

\_\_\_\_\_  
Brett Estes, City Manager Pro Tem

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



- Senior Center use
- Limited/Shared use
- Unavailable







## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

July 30, 2014

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: TRANSFER TO PARKS OPERATION FUND

### DISCUSSION/ANALYSIS

As the fiscal year 2013-14 comes to an end Finance staff has reviewed the final numbers for the Parks Operation fund. At its meeting of June 16, 2014 Council approved a transfer of an additional \$50,000 to the Parks Operation Fund based on the Finance Department projection of revenue and expense at that time.

Review of the final transactions indicates that Parks staff has made a good effort to keep expenses under control. The Recreation and Maintenance departments were under budget by \$2,711. The Aquatic Department was over budget by \$67,852. Total expenses in FY 2012-13 were \$1,729,864. Total expenses are \$1,722,951 for this fiscal year. See table below.

Year-end review indicates that the Parks Fund received total revenues of \$861,846 and a transfer of \$757,000 from the General Fund for total resources of 1,618,846, including the already approved \$50,000 transfer. Total expenditures were \$1,722,951. This leaves a remaining resource shortfall of \$104,105.

The recommendation for the \$50,000 transfer in June was based on a projection of expenses at mid-June that could not anticipate overall expenses for the rest of the month. There have been \$51,185 of expenses posted since the original projection.

Also, the revenue projection prepared by Financial Analyst, John Snyder, at mid-June included an overstatement of the budgeted transfer from the General Fund for June. This resulted in overstating projected revenue and the reciprocal understatement of the required transfer of \$50,000 at that time. If this had not happened, the projected transfer would have been \$108,110.

Finance staff has prepared a table to compare the past three fiscal years in terms of revenue, expense and the General Fund support for the Parks related functions. The comparison shows that there has been a reduction of General Fund support over these



past fiscal years. It shows that expenses are under improved control. Revenues are improving. The Parks Department expended funds at the end of FY 2013-14 to prepare the Yacht Club for use as the Astoria Recreation Center (ARC) facility. Rent for the ARC facility will not be necessary in the future, since that operation is moving to the Yacht Club.

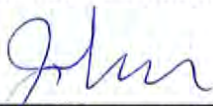
| Revenue Expense Summary<br>Parks Functions | 2011-12     | 2012-13     | Projected<br>2013-14 |
|--------------------------------------------|-------------|-------------|----------------------|
| Total Revenues                             | 834,932     | 828,160     | 861,846              |
| Total Expenses                             | (1,810,140) | (1,729,864) | (1,722,951)          |
| Support for Parks / Aquatic<br>Activities  | 975,208     | 888,003     | 861,105              |

Generally Accepted Accounting Principles (GAAP) state that a given fund should not have a negative fund balance at year end. Finance staff is recommending an additional transfer not to exceed \$110,105 so that the fund balance of the Parks Fund will not be negative. As finance staff works to close fiscal year 2014-15 there may be expenses remaining to be posted to various Parks line items which would account for allowing for an additional amount over the current calculation of \$104,105. The amount of the actual transfer would not exceed \$110,105.

The total amount of the additional transfer, including the first \$50,000, would be in the \$160,105 range for total General Fund support of \$861,105. At the end of fiscal year 2011-12 the total Parks / Aquatic related General Fund subsidy was \$975,208. At the end of fiscal year 2012-13 the total General Fund support was \$888,003.

#### **RECOMMENDATION**

It is recommended that Council consider the attached resolution for adoption.

By:   
John Snyder, Financial Analyst



Resolution No. 14-

A RESOLUTION MAKING APPROPRIATIONS WITHIN A FUND.

WHEREAS, ORS 294.450(1), authorizes the City Council to transfer appropriations within a fund and,

WHEREAS, in accordance with ORS 294.326(4), the City Council may make appropriations to accommodate circumstances that were not foreseen at the time the budget was adopted,

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

Section 9. \$110,105 is appropriated from the Contingency of the General Fund to the Transfer to the Aquatic Facility line item in the Non and Interdepartmental department.

ADOPTED BY THE CITY COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

ATTEST:

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

| ROLL CALL ON ADOPTION | YEA | NAY | ABSENT |
|-----------------------|-----|-----|--------|
| Commissioner La Mear  |     |     |        |
| Herzig                |     |     |        |
| Mellin                |     |     |        |
| Warr                  |     |     |        |
| Mayor Van Dusen       |     |     |        |





## CITY OF ASTORIA

Founded 1811 • Incorporated 1856

August 1, 2014

### MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER PRO TEM

SUBJECT: FIRE ENGINE AND LADDER TRUCK PURCHASE

### DISCUSSION/ANALYSIS

As Fire Chief Ted Ames presented at the April 21, 2014 City Council meeting, the City needs to replace two pieces of fire apparatus that ongoing repairs indicate have reached the end of their useful life. Fire Chief Ames has conducted research for pieces of apparatus that would address the City's needs well into the future.

The first is the 1999 Fire / Pumper 2522. The recommended replacement is an Arrow XT PUC Pumper. The preferred vendor for this equipment is the Pierce Corporation. The estimated cost is \$521,279. For purposes of discussion illustrative lease payments over seven (7) years on this amount would be approximately \$79,383 per year. Projections of revenue and expense for the 17<sup>th</sup> Street Dock Fund indicate that additional resources would be available over the foreseeable future. This amount can be transferred from the 17<sup>th</sup> Street Dock Fund to the Capital Improvement Fund each year to make the lease payments for this equipment. Chief Ames will have additional information regarding this fire engine at the August 4, 2014 meeting should Council have questions.

The second apparatus that needs replacement is the Quint Aerial Ladder Truck. The recommended replacement is an Arrow XT 105' Aerial Truck. The preferred vendor for this equipment is the Pierce Corporation. The estimated cost is \$943,989. It has been suggested that a bond measure be placed on the ballot for this November in the amount of \$950,000 with the stipulation that the cost of a replacement ladder truck would not exceed this amount.

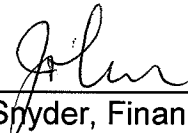
An illustration of an annual payment on a 10 Year bond of \$950,000 at 4% interest is estimated at \$115,900 per year. It is estimated that a property assessed at \$200,000 would have an increased property tax of \$35.00 per year as a result of this proposal. This is illustrative only for discussion purposes and specifics would be determined after further financial analysis.



## **RECOMMENDATION**

It is recommended that Council provide direction to initiate the procurement process for replacing the 1999 Fire / Pumper 2522 on a lease basis from the Pierce Corporation financed by transfers from the 17<sup>th</sup> Street Dock Fund.

For replacement of the Quint Aerial Ladder truck it is also recommended that Council provide direction to engage a consultant to assist with analyzing the financial aspects of a bond issue and with preparation of a ballot measure for Council's consideration with the intention of placing a measure on the November 4, 2014 ballot.

By: \_\_\_\_\_  
John Snyder, Financial Analyst