



AGENDA

ASTORIA CITY COUNCIL

April 18, 2016

7:00 p.m.

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

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **REPORTS OF COUNCILORS**

4. **CHANGES TO AGENDA**

5. **PRESENTATIONS**

- (a) Pacific Power
- (b) Lower Columbia Hispanic Council

6. **CONSENT CALENDAR**

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

- (a) City Council Minutes of 3/21/16
- (b) City Council Work Session Minutes of 3/21/16
- (c) Boards and Commissions Minutes
 - (1) Historic Landmarks Commission Meeting of 3/15/16
 - (2) Parks Board Meeting of 1/27/16
 - (3) Planning Commission Meeting of 3/22/16
 - (4) Planning Commission Work Session Meeting of 3/22/16
 - (5) Traffic Safety Committee Meeting of 1/26/16
- (d) Acceptance of Certified Local Government Grant for Pass-through Façade Grant (Community Development)
- (e) Heritage Square Site Cleanup – Accept Business Oregon Grant (Public Works)
- (f) Authorize Solid Waste Engineering Consultant Services – Former Astoria Landfill (Public Works)
- (g) Authorization to Purchase Public Safety Radio Upgrades (Police)

7. **REGULAR AGENDA ITEMS**

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

- (a) Liquor License Application from James Defeo, dba Carruthers Kitchen, Inc., Located at 1198 Commercial Street, for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)
- (b) Spur 18 Combo Harvest 2016 (Public Works)

- 7. REGULAR AGENDA ITEMS (*continued*)**
- (c) Request to Award Contract with Auditors (Finance)
 - (d) Request to Purchase City-owned Property Adjacent to 323 Alameda Avenue (Public Works)
 - (e) Revised Job Description and Salary Resolution for Library Director (City Manager)
 - (f) Affordable Housing Code Amendments – Vacation Rentals (Community Development)
- 8. NEW BUSINESS & MISCELLANEOUS, PUBLIC COMMENTS (NON-AGENDA)**
- 9. EXECUTIVE SESSION**
- (a) ORS 192.660(2)(h) – Legal Counsel

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



CITY OF ASTORIA

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April 13, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL WORK SESSION AND REGULAR MEETING OF
APRIL 18, 2016

PRESENTATIONS

Item 5(a): Pacific Power

Alisa Dunlap, Regional Business Manager for PacifiCorp, will make a presentation regarding Pacific Power's activities.

Item 5(b): Lower Columbia Hispanic Council

Jorge Guterrez, Executive Director of the Lower Columbia Hispanic Council, will make a presentation regarding the activities of the Council.

CONSENT CALENDAR

Item 6(a): City Council Minutes

The minutes of the City Council meeting of March 21, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(b): City Council Work Session Minutes

The minutes of the City Council Work Session of March 21, 2016 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 6(c): Boards and Commissions Minutes

The minutes of the (1) Historic Landmarks Commission meeting of 3/15/16, (2) Parks Board meeting of 1/27/16, (3) Planning Commission meeting of 3/22/16, (4) Planning Commission Work Session meeting of 3/22/16, and (5) Traffic Safety Committee Meeting of 1/26/16 are enclosed. Unless there are any questions or

comments regarding the contents of these minutes, they are presented for information only.

Item 6(d): Acceptance of Certified Local Government Grant for Pass-through Façade Grant (Community Development)

At its March 7, 2016 meeting, the City Council authorized submittal of a \$12,000 grant application to the Certified Local Government (CLG) program of the State Historic Preservation Office. The request included funds to provide a pass-through façade grant to residential and commercial property owners who would like to restore portions of their properties that have been modified over the years. The City was recently notified that the application was approved in the amount of \$12,000. This will require a 1:1 match from the City, all of which is met by current staffing and existing budget items. No additional cash outlay is required for the grant. The grant and matching amounts are included in the Fiscal Year 2016-2017 Community Development Department budget. The attached Grant Agreement has been reviewed and approved by the City Attorney. It is recommended that Council accept the CLG grant in the amount of \$12,000 by entering into the Grant Agreement.

Item 6(e): Heritage Square Site Cleanup – Accept Business Oregon Grant (Public Works)

The City of Astoria was awarded a United States Environmental Protection Agency (EPA) multi-purpose brownfield pilot grant in 2012 for assessment and cleanup of the Heritage Square site. At the September 8, 2015 City Council meeting, staff and the project consultant, AMEC Foster Wheeler (AMEC), provided a project update and requested approval to place fill at a local City owned quarry site. Council was also notified that staff would be bringing a request to the Astoria Development Commission to allocate \$40,000 from the Astor East Urban Renewal District (AEURD) for use as a match for the \$400,000 EPA grant.

At the December 7, 2015 Astoria Development Commission (ADC) meeting the ADC approved \$109,842 in additional funds from the AEURD to complete the cleanup. At the February 4, 2016 Special City Council meeting the Council approved a \$46,909.23 contract amendment for additional cleanup work. At that meeting Council was notified that \$82,000 in grant funds from Business Oregon was forthcoming for installation of a groundwater monitoring well. The funds are now available and a grant agreement is ready for signature. It is recommended that Council accept the Business Oregon Development Department Brownfield Redevelopment Fund Grant in the amount of \$82,000.

Item 6(f): Authorize Solid Waste Engineering Consultant Services – Former Astoria Landfill (Public Works)

The Oregon Department of Environmental Quality (DEQ) issued a closure permit for the Astoria Landfill on December 10, 2015. The permit outlines post-closure tasks that must be completed by various deadlines. Staff has asked our solid waste consultant to provide a scope of work to assist us with the work required by

June 30, 2016. The following is an outline of the tasks included in the scope of work:

Task 1 - Environmental Monitoring Plan (\$5,560.00)

Task 2 - Baseline Environmental Assessment Report (\$11,005.00).

Task 3 - On Call Consultation (\$2,950.00)

The work in the amount of \$19,515.00 will be funded through the Landfill Reserve Fund which was established to support closure activities. It is recommended that Council execute a contract with Maul Foster Alongi for a total not-to-exceed amount of \$19,515.00 for solid waste engineering services for the Landfill Closure Project.

Item 6(g): Authorization to Purchase Public Safety Radio Upgrades (Police)

The Public Safety communications network is comprised of multiple radios located at eight individual sites. These sites serve all the public safety agencies in Clatsop County. Having our communications deficiencies exposed in the 2007 windstorm, the City of Astoria began to build out a robust, redundant, and capable communications network. This network was designed to allow us a path towards simulcasting. Simulcasting allows the Dispatch Center to broadcast radio transmission from several sites simultaneously. A simulcast system allows the disparate repeaters to act as one allowing for maximum coverage throughout the County. This would enhance our first responder's situational awareness and increase officer safety. The current system was designed to enable us to use simulcast when we had the upgraded equipment purchased and deployed. The City currently has one GTR 8000 in service. In conjunction with the Clatsop County Sheriff's Office, staff would like to purchase two Motorola GTR 8000 base radios with associated software making simulcasting possible. This addition would allow us to cover the majority of the County utilizing sites at Wickiup, Megler, and Tillamook Head. These base radios with associated equipment are Western States Contracting Alliance (WSCA) contract priced at \$10,640 each. The Fiscal Year 2015-16 Emergency Communications Budget currently has an approved line item to purchase a GTR radio. The estimated amount at the time of budgeting was \$12,000. In order to make this an operational system this year, the Sheriff's Office has agreed to contribute the necessary funds to purchase a second radio. It is recommended that Council approve the purchase of two GTR 8000 base radios by Astoria 9-1-1 totaling \$21,280 with the Sheriff's Office reimbursing the Emergency Communications Fund \$9,280.

REGULAR AGENDA ITEMS

Item 7(a): Liquor License Application from James Defeo, dba Carruthers Kitchen, Inc., Located at 1198 Commercial Street, for a New Outlet for a Full On-Premises Sales Commercial Establishment License (Finance)

A Liquor License Application has been filed by James Defeo, doing business as Carruthers Kitchen, Inc., located at 1198 Commercial Street. The application is for a New Outlet for a Full On-Premises Sales Commercial Establishment License.

The appropriate departments have reviewed the application. It is recommended that Council approve the application.

Item 7(b): Spur 18 Combo Harvest 2016 (Public Works)

A commercial forest thinning on 40 acres of City Watershed property is proposed for the summer of 2016. The Douglas-fir trees in this area are significantly infected with Swiss Needle Cast. This disease is a fungus that kills the second and third year needles causing significant growth reductions and in some trees death as the disease progresses. The disease does not affect Hemlock. The thinning will focus on removing the Douglas-fir and improving the growing conditions for the healthy Hemlock. Small openings in the forest will allow for natural regeneration of Hemlock. Three patch cuts would also be part of the project as noted on the map. The upper portion of the harvest area is bordered by the B Line spur road which has deteriorated significantly over the years. This road will be improved as part of this project. The net proceeds to the Capital Improvement Fund from this thinning operation are estimated to be \$200,000 after harvest and reforestation costs. It is recommended that Council approve the solicitation of bids for Spur 18 Combo Harvest 2016.

Item 7(c): Request to Award Contract with Auditors (Finance)

At the December 21, 2015 meeting, Council approved issuance of a request for proposals (RFP) seeking bids for audit services for the Fiscal Years 2015-16, 2016-17 and 2017-018 with two one year extension periods. The audit will cover the financial statements of both the City and the Urban Renewal Districts. The City received four proposals which were reviewed by a selection committee who applied a 70% weighting for technical merits and a 30% weighting for cost. The results are as follows:

<u>Company</u>	<u>Points</u>	<u>3 Year Bid Amount</u>
Merina & Company, LLP	89	\$ 96,950
Kern & Thompson, LLC	75	\$115,800
Steve Tuchscherer, CPA, PC	72	\$ 89,850
Pauly Rogers and Co., PC	57	\$ 90,800

As a point of reference, the prior three year audit fee by Pauly Rogers and Co., PC was \$87,425.

The proposals have been evaluated according to the terms of the RFP and it has been determined that Merina & Company, LLP to have the highest score. Oregon Revised Statutes require that auditors enter into a Contract for their services. The Contract incorporates the Engagement Letter required by the AICPA Professional Standards that describes the scope of the audit engagement. The City Attorney has reviewed and approved the Contract as presented. It is recommended that Council consider approval of the Contract for the audit of the City's financial statements for the periods indicated above.

Item 7(d): Request to Purchase City-owned Property Adjacent to 323 Alameda Avenue (Public Works)

The City has received a request from Bruce Conner to purchase City-owned property directly southeast of his property located at 323 Alameda Avenue. The City property is approximately 1.0 acre (Lots 25 to 41, Block 17 Map number 80907CD, Tax Lot 06400). At their March 7, 2016 meeting, Council directed staff to order an appraisal of the subject property. A summary appraisal report has been prepared and the estimated real land value is \$ 47,000. Mr. Conner has indicated a willingness to proceed with the sale. As the cost of the appraisal was \$800, staff is recommending that the additional cost above the \$450 fee set in the City fee schedule be added to the sale price for a total of \$47,350. If Council is willing to continue with the proposed sale, a public hearing will be scheduled to take public comment. It is recommended that Council schedule a public hearing on May 2, 2016 to discuss the proposed sale of this property.

Item 7(e): Revised Job Description and Salary Resolution for Library Director (City Manager)

Library Director Jane Tucker will be retiring at the end of May 2016. The current Library Director job description has not been reviewed since Jane Tucker's title was changed from Head Librarian to Library Director in 2002. In preparation of posting the job opening, staff worked with the City's human resources consultant, Xenium, to develop a new description and review salary ranges. Before the position can be posted, the job description needed to be updated to reflect current library practices, to satisfy the current needs of the City, and to address the current marketplace. A copy of the current and proposed job descriptions are attached. In addition to the revised job description, it is proposed that the salary range be increased from Range 40 to Range 45. This increase will bring it more in line with other similar jurisdictions in the area. Range 40 provides salary Steps between \$60,664 to \$73,737 a year. Range 45 provides salary Steps between \$68,601 to \$83,385 a year. Funds are included in the draft budget for FY 2016-17 which would accommodate this increase. This change will allow for the City to recruit a qualified candidate pool. It is recommended that the City Council approve the revised job description and revised salary range contained in the attached resolution. With this action, the job will be posted to begin the recruitment process.

Item 7(f): Affordable Housing Code Amendments – Vacation Rentals (Community Development)

Over the past months, the Astoria Planning Commission has been working to draft Development Code amendments to address affordable housing issues. This follows City Council direction to initiate the project. One issue the Commission discussed was bed and breakfasts, homestay lodging and vacation rentals. During the Planning Commission work sessions, there was no consensus that there is a problem with the current system; however, at the November 2, 2015 Council meeting, the Council voted to include updates to "vacation rental" policies in the set of code amendments to address affordable housing. In order to provide

specific direction to the Planning Commission as to how the City Council wishes to address these uses, Community Development Director Kevin Cronin will present some options for Council discussion. This feedback will be used by staff to draft code language for Planning Commission consideration.

Item 9(a): ORS 192.660(2)(h) – Legal Counsel

The City Council will recess to executive session to consult with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed.



CITY OF ASTORIA
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PRESENTATIONS

Item 5(a) Pacific Power

(No documentation is included for this agenda item)



CITY OF ASTORIA
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PRESENTATIONS

Item 5(b) Lower Columbia Hispanic Council

(No documentation is included for this agenda item)

A regular meeting of the Astoria Common Council was held at the above place at the hour of 6:12 pm.

Councilors Present: Nemlowill (via telephone), Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

Staff Present: City Manager Estes, Police Chief Johnston, Community Development Director Cronin, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, 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 he attended Senator Betsy Johnson's town hall in Warrenton over the weekend. Discussions at the town hall included an update on the most recent legislative session, emergency preparedness, Clatsop County's popularity with tourists, the pros and cons of a bypass, and an announcement that she was able to get funding to rebuild the seafood center in Warrenton,. The Astoria Warming Center is closed for the season, but the church has given the center permission to keep the shower open one afternoon a week, one hour for men and one hour for women. He was looking forward to continuing to serve the homeless in Astoria.

Item 3(b): Councilor Price reported that several Councilors attended the CASA celebration. The Astoria Downtown Historic District Association (ADHDA) hosted the Novel Efforts Downtown (NEDTalk) cluster analysis where people broke into groups and talked about what they wanted downtown and why they shop in the area. Director Cronin and Kevin Leahy are working on places that serve residents. The KMUN pledge drive is ongoing. Five of the ten Clatsop Economic Development Resources (CEDR) awards went to Astoria businesses, La Luna Loca, Frite and Scoop, Street 14 Café, P&L Johnson, and Bornstein Seafood. Two other award winners were from Warrenton. The Arts and Culture Grant Budget Subcommittee has met twice over the last couple of weeks. About 12 organizations have requested a little more than \$70,000 in funding, but there is only about \$50,000 available. The subcommittee will apportion the funds accordingly. Meyer Memorial Trust will be in Astoria on March 25th to talk about its 2016 funding opportunities. The trust has partnered with the Lower Columbia Hispanic Council and their granting procedures have changed over the last year. She encouraged individuals associated with non-profit or government organizations to attend the event. The trust has three programs, Building Communities, Helping the Environment, and Housing Opportunities. The City is hosting a public open house to discuss the waterfront bridge plans. Clatsop County scheduled a joint County/City meeting at McMenamins on March 31, 2016. The ADHDA will host one of its three main fundraisers on April 2nd, the Jane Barnes Review. Tickets can be purchased at Old Town Framing.

Item 3(c): Councilor Warr reported that on Thursday, March 17th, he and City Manager Estes attended the annual Columbia Pacific Economic Development District (Col-Pac) meeting in Tillamook. After that, they met with the Transportation Plan Vision Group, which was appointed by the Governor to create ideas about transportation. The group had some great ideas, but they were unable to come up with funding. The Area Commission on Transportation meeting followed and Senator Johnson gave the same report that Councilor Herzig previously reported.

Item 3(d): Councilor Nemlowill reported that the Parks Department would be hosting master planning open houses on Wednesday, April 6th at the Fort George Lovell Showroom from 5:00 pm to 7:00 pm, Thursday, April 7th at Street 14 Café from 7:00 am to 10:00 am, and Saturday, April 9th at Old Town Framing from 5:00 pm to 8:00 pm during the art walk. City staff will be present to discuss the project, answer questions, and record input. It would be wonderful for everyone to see the draft Parks Master Plan in its current state and provide input.

Item 3(e): Mayor LaMear reported that she attended the budget subcommittee for community service organizations. She thanked committee members Shel Cantor and Janet Miltenberger. She also attended the Northwest Health Foundation dinner. The foundation has given a \$100,000 grant to the Lower Columbia

Hispanic Council. She also attended the CEDR awards dinner, the Oregon Cultural Trust meeting, and the town hall with Betsy Johnson and Suzanne Bonamici. She learned a tremendous amount at each event.

CHANGES TO AGENDA

No changes.

PRESENTATIONS

Item 5(a): Swearing in of New Police Officer Kevin Berry

Mayor LaMear conducted the swearing in of Kevin Berry. Chief Johnston presented Officer Berry with a pin and noted Officer Berry's educational background.

Item 5(b): Astoria Downtown Historic District Association (ADHDA)

Alana Garner, Executive Director, ADHDA, handed out a list of the ADHDA's accomplishments, awards, and activities from 2015. She gave a brief overview of the ADHDA's activities and the Main Street Program. She thanked the City, community, volunteers, ADHDA board members, committee chairs and members for their support.

Councilors Herzig and Price thanked the ADHDA for all of its hard work. The ADHDA has done a good job of leveraging the money the City has given them and the downtown looks great. Councilor Price hoped more businesses would become members of the ADHDA in the near future.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 6(a) Boards and Commission Minutes
 - (1) Historic Landmarks Commission Meeting of 1/19/16
 - (2) Historic Landmarks Commission Meeting of 2/25/142/16/16
 - (3) Planning Commission Meeting of 2/23/16
- 6(b) **Accept Grant Funds from Department of Land Conservation and Development (DLCD) and Authorize Solicitation for Consultant Services for Economic Development Strategy (Community Development)**
- 6(c) OR202 Sidewalk – STP Fund Transfer for Preliminary Engineering (Public Works)
- 6(d) Change Order for Irving Avenue Bridge at 19th Street – Waterline Replacement Upgrade (Public Works)

Mayor LaMear requested Item 6(b) be removed for further discussion.

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

Item 6(b): Accept Grant Funds from Department of Land Conservation and Development (DLCD) and Authorize Solicitation for Consultant Services for Economic Development Strategy (Community Development)

Mayor LaMear said this grant program was very important because it was a long-term program that would help Astoria's economic development.

Director Cronin explained that he had previously worked on 5-year economic development programs in other cities. These programs resonated with many people in the community when he spoke about them during the interview process for his current position as Community Development Director. Astoria City Council has a goal to strengthen partnerships and encourage economic development, so, he applied for a grant from DLCD. Astoria did not receive the first grant he applied for, but the DLCD had so much support for this project that they reassigned funds from a different program.

Mayor LaMear said the project document was huge, but was very well done. She thanked Director Cronin.

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

REGULAR AGENDA ITEMS

Item 7(a): Ordinance Granting Nonexclusive Right and Franchise to CoastCom, Inc. (City Attorney/Finance) (2nd Reading & Adoption)

This proposed ordinance received its first reading at the March 7, 2016 City Council meeting. The City of Astoria has telecommunication franchise agreements with several telecommunication and utility service providers who utilize City public rights-of-way for the placement of infrastructure. In 2008, the City of Astoria granted CoastCom, Inc., nonexclusive right and entered into a five year franchise allowing CoastCom to construct, operate, and maintain telecommunications system in the City's rights-of-way. Ordinance No. 08-03 with CoastCom, Inc., terminated September 19, 2013. CoastCom has continued to pay franchise fees to the City per the expired ordinance and wishes to renew nonexclusive right and franchise. CoastCom, Inc. provides telecommunications services to Clatsop County, LS Networks, Sunset Empire Transportation, and the City of Astoria. The provisions of this franchise are similar to franchise agreements negotiated with other users of public rights-of-way. Presented for Council's consideration is a proposed ordinance drafted by City Attorney Henningsgaard granting a franchise to CoastCom, Inc., for operation of telecommunications facilities within City rights-of-way. It is recommended that City Council conduct the second reading and adopt the ordinance.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr, to conduct the second reading of the ordinance granting a franchise to CoastCom, Inc., for operation of telecommunications facilities within City rights-of-way. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Director Cook conducted the second reading of the ordinance.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to adopt the ordinance granting a franchise to CoastCom, Inc., for operation of telecommunications facilities within City rights-of-way. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

Item 7(b): Authorization to Award Contract for Parks and Recreation Management System (Parks)

In the Fiscal Year 2015-2016 budget, the Astoria City Council allocated \$55,000 of Capital Improvement Funds for a point of sale and registration software system, also known as a Recreation Management System, for the Parks and Recreation Department. On December 7, 2015, City Council authorized the request to solicit proposals for this system. While Department staff began investigating Recreation Management Systems, the Comprehensive Parks and Recreation Master Plan needs assessment was developing several draft conclusions relating to a Park Maintenance Management System in addition to a Recreation Management System. With the additional identified need of a Maintenance Management System, the Department included the amenities provided by a Maintenance Management System in the request for proposals to evaluate what possible costs would be.

Between December and March, Department staff and the City's IT consultants focus, evaluated proposals, interviewed the proposers, and viewed product demonstrations. To fund the purchase and associated startup costs of \$126,632, staff proposes reallocating the budgeted \$72,000 in Capital Improvement Funds for weed eradication and reseeding at Ocean View Cemetery to be combined with the previously allocated \$55,000 for a point of sale and registration system, totaling \$127,000 for a Parks and Recreation Management System. It is recommended that the City Council award a contract with Vermont Systems in the amount of \$103,820 and enter into a software license, maintenance and support agreement in the annual amount of \$11,094 the for the purchase, maintenance, and support of a Parks and Recreation Management System in order to have an effective and efficient Parks and Recreation Department that meets the needs of the community.

Director Cosby explained that the new system would facilitate better communication between facilities, staff, and customers. The system will allow residents to register for programs from their home and help the Department track maintenance concerns. The point of sale functions within the system will automate processes for the Aquatic Center and Recreation Center. Customers will be able to purchase passes online outside of the center's operating hours. This system will also increase revenues and efficiencies.

Mayor LaMear confirmed there were no questions from the audience.

Councilor Herzig said he supported the new system. Handwriting receipts at the Aquatic Center requires a tremendous amount of labor. Also, maintenance will be more efficient when staff knows what to order. He was concerned that the motion did not include all of the costs. City Manager Estes explained that the amount paid to iFocus was within the City Manager's spending authority. However, the expenses for support from iFocus and the hardware costs could be included in the motion. All of the funds will be paid out of the Capital Improvement Fund.

Councilor Herzig thanked Ian Sisson for working on the Parks and Recreation Master Plan.

Councilor Price said she supported this and all software programs that make the City's procedures more transparent and easier to use. She understood that this system would save the City \$19,000 annually in part-time office staff, that the part-time positions would not be eliminated but transferred, and that the annual savings would cover the cost of the license, maintenance, and support agreement. She asked if the \$19,000 was being taken from the \$77,000 transferred from the Cemetery's weed and reseed budget. City Manager Estes said the \$19,000 savings would come out of the Parks Fund to pay the salaries of Parks Department staff. Staff time now spent on processing transactions manually will be spent on maintenance and operations. Director Cosby added that the savings left over after the annual agreement expense would allow the department to fill one additional seasonal maintenance position for the spring and summer.

City Council Action: Motion made by Councilor Herzig, seconded by Councilor Price to award a contract with Vermont Systems in the amount of \$103,820 and enter into a software license, maintenance and support agreement in the annual amount of \$11,094 for the purchase, maintenance, and support of a Parks and Recreation Management System, and approve technical support expenses and hardware costs from iFocus. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

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

Dan Gaffney, 92702 Fern Hill Road, Astoria, handed out copies of a letter at the dais. He thanked the City for maintaining the community water fluoridation system because it is the most effective, affordable, and equitable way to protect teeth from decay. He has retired from the Astoria School District and Seaside School District. Over the last 18 months, he worked on a plan funded by the Oregon Community Foundation and other benefactors to improve dental care for school age children. The grant is four-year grant that will begin in the fall and bring \$70,000 each year into the county. Funds will be used to educate and provide sealants and fluoride treatments. He was a school administrator in the county for about 23 years and during that time, he saw the poverty level increase. This continues to happen. He is also involved in an early childhood health education plan that is free to all children ages two through five. This is the third year of the program, which begins each April and provides dental screenings. As a principal, a special education director, and as a classroom teacher, he has seen that children cannot concentrate when they are in pain. Preventing the pain of dental cavities is a step in the right direction. Tooth decay influences a child's nutrition, self-esteem, speech development, and overall health. Currently, elementary schools in the county have a range from 51 percent to 68 percent of students that qualify for free or reduced lunches. This means those children are living at or below the poverty level. As a principal, he saw first hand very cute second grade children with crater mouth, which results when there are no teeth left. That motivated him to get involved in this project. In 2013, a study done by the county health department reported that 1,250 people sought emergency room help for dental pain in two years. This was not just children. The project he was involved with included the health department, Columbia Memorial Hospital, Providence Health Services Center, five school districts, school nurses, many local dentists and hygienists, Columbia Pacific Coordinated Care Organization (CCO), and the Oregon Community Foundation. Prevention really pays off because preventing health issues provides better students who end up causing less concern for the parents and the community. The students become more confident and more productive citizens who demand less from social services. He believed this starts with health and continues with education. The study

done by the health department indicated only 35 percent of children and 45 percent of adults in Clatsop County see a dentist yearly. He offered to help when the question of fluoride in Astoria's water comes up in the future.

Lori Durheim, 398 Atlantic, Astoria, said she supported fluoridation. She grew up with fluoridation and believed Mr. Gaffney made some great points. She asked City Council to allow fluoridation to continue.

Ted Thomas, 398 Atlantic, Astoria, said he was alarmed when he read an article in the newspaper saying the City had thought about reconsidering fluoride in the water. Barring a super majority, prior notice, and a public hearing would not be germane to put before the people because it is reconsideration of a past resolution that was accomplished by a ballot initiative, not simply a vote by City Council. The resolution was passed in 1956, when very few of the audience members were members of the City Council or in the audience. Without new information from scientifically peer-reviewed sources that have been accepted and vetted, the resolution should not be reconsidered. The efficacy of water fluoridation is better proven by the World Health Organization, the Centers for Disease Control, and a litany of other medical professionals. The source of anti-fluoridation rhetoric in today's world can be drawn directly from the failed astronaut and failed medical student Joseph Holen, who has a website of the same name. The three pillars upon which medical fraud rests are the suspension of normal due diligence and peer review, the false portrayal of special and hidden knowledge, and the discrediting of existing medical practices. Fluoridation is a practice that has saved countless numbers of people's health, well-being, and esteem. Thrombosis from an abscessed tooth leads to heart attacks and strokes. The sedative effect is primarily in children, but it also helps adults. The decision to add fluoride to the water was a good one that should be maintained.

Mayor LaMear recessed the regular City Council meeting at 6:55 pm to convene the Astoria City Council Work Session.

WORK SESSION: COMMUNICATIONS TOWER

Immediately following the work session on the communications tower, Mayor LaMear reconvened the regular meeting of the Astoria City Council at 8:21 pm.

Councilor Herzig believed the Council had learned that the City needs to keep this process as public and as transparent as possible from now on. The process was being created as it moved forward, but now the City knows public input is valuable, and City Council has taken public input and made it central to the City's decision making process.

Chief Johnston said if City Council recommends Option 3, there will not be much public process left. Staff will negotiate a lease in private and then City Council will adopt the lease and the City will move forward.

Councilor Herzig noted that adoption of the lease will be a public process and City Council will consider public input. He appreciated that this process was almost complete.

City Council Action: Motion made by Councilor Price, seconded by Councilor Warr to direct staff to proceed with Option 3 with regard to the Communication Tower. Motion carried unanimously. Ayes: Councilors Price, Warr, Herzig, Nemlowill, and Mayor LaMear; Nays: None.

ADJOURNMENT

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

ATTEST:

APPROVED:

Finance Director

City Manager

A work session of the Astoria Common Council was held at the above place at the hour of 7:03 pm.

Councilors Present: Nemlowill (via telephone), Herzig, Warr, Price, Mayor LaMear

Councilors Excused: None

Staff Present: City Manager Estes, Police Chief Johnston, Community Development Director Cronin, Parks and Recreation Director Cosby, Finance Director Brooks, Fire Chief Ames, Library Director Tucker, Public Works Director Cook, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

COMMUNICATIONS TOWER

The agenda packet included a memorandum outlining the history of replacing the City of Astoria communication facilities at Astor Park. In order to move forward with plans to address the issue, direction is requested from the City Council.

Chief Johnston said staff wanted input from City Council on several issues. He gave a Power Point presentation on staff's perspective of the communications tower issues, the City's goals, the City's relationship with Verizon, and the four policy options listed on Page 5 of the memorandum. He asked Council to provide feedback about staff's goals and direction on how to move forward.

Mayor LaMear believed staff's goals were right for the City and she supported Option 3. She confirmed that staff should continue trying to reduce costs and maximize revenues for as long as the City can make money from the cell tower. She understood the revenue would go to the Parks and Recreation Department. Chief Johnston clarified that the Shively Park lease stated proceeds from the tower would go into the Parks Operations Fund.

Councilor Nemlowill said she supported maximizing revenue, but on the last proposal, aesthetics weighed heavier. The City has learned that a wireless communications facility is not compatible with a historic park. Unfortunately, the option presented moved a cell phone tower from one historic park to another. She supported Options 3 and 4.

Councilor Herzig believed Option 3 was the most interesting. He understood Chief Johnston had not finished the presentation and added that public input should be one of the goals.

Councilor Price believed City Council was always looking to minimize costs and maximizing revenue is not always the right thing to do. Aesthetic impact is important, as are impacts to neighborhoods, residents, and historic parks. The Friends of the Astoria Column have put some political pressure on the City. The tower at Astor Park cannot be seen from anywhere in the City or from across the river, but she understood the interest of the Friends and the majority of the Council. Therefore, she believed Option 3 was the best. She did not believe the City wanted to find funding for an \$800,000 project. She understood the City was currently receiving about \$42,000 in lease payments.

Chief Johnston clarified that \$42,000 was the amount of the existing lease for Shively Park. The City would not have received any revenues from the reservoir site for the first five years in consideration of Verizon building the tower and allowing the City's facilities to be on the tower for free.

Councilor Price said Option 4 did not seem possible and Options 1 and 2 were not politically possible.

Councilor Warr believed Shively Park was the ideal option because it provided the best coverage. In today's market, cell service is like any other utility. Coming across the bridge from Warrenton, two large cell towers can be seen. However, cell towers are like telephone poles; even though they are a bit obnoxious, they provide for the greater good for the most people. He strongly believed that the Shively Park option would serve the

community better than any of the other options. Therefore, he found it difficult to support any of the four options listed in the memorandum.

Chief Johnston continued with his presentation by reviewing the history of staff's efforts to resolve communication tower issues, the Friends involvement, and how the process led to recommending Shively Park as the only viable location for a tower.

Councilor Herzig said the consultants stated Shively Park was not the only possible place for a tower, but it was the best among the candidates they surveyed. The consultants had said they did not exhaust all of the possibilities. Chief Johnston said Shively Park was the only realistic site. There are other sites that will serve a tower, but every other site is a poor substitute for Shively. Councilor Herzig disagreed. At first, the consultants said the tower needed to be of a specific type, a specific design, and in a specific location. When the City said no, the consultants said maybe a slightly different pole and a slightly different location would work. Therefore, he does not believe that there is no wiggle room anymore. This is not staff's fault. The consultants have showed that sometimes, the City believed it was dealing in good faith but the consultants were bluffing. Chief Johnston said because of his perspective as staff, he strongly believed that every other option would result in a significant decrease in Verizon services. He remembered Councilor Herzig's reaction to the presentation and believed Converge spoke poorly during that presentation. Converge's comments did not match his own perception of reality. Since the appeal process, staff has understood that City Council does not want any tower structure in any park. He asked if this was accurate.

Councilor Herzig said what the public wants is more important. He believed the public was opposed to a tower in Shively Park and wanted the City to seriously consider any communication structure proposed for any historic site or public park. The City should be completely transparent with the public about its intentions and the public should be asked for their option before the City moves on any decision.

Councilor Nemlowill understood the desire to work with Verizon up until this point to create a much-needed new facility for the City's emergency communications. However, the City's attempt to partner with Verizon has not succeeded. She wanted the City to separate itself from the responsibility of finding a site for Verizon. If Verizon went out on its own to find a site, the site might not be in Astoria or on City property.

Councilor Price said Astoria has 64 parks and she did not know where about 20 of them were located or what they look like or how big they are. Therefore, she believed staff's question about the appropriateness of a tower in a park was not useful.

Chief Johnston said Options 1 and 4 are separate from Verizon. Staff believes partnering with Verizon would result in huge cost reductions because the City's facilities could be upgraded for free.

Mayor LaMear agreed with Councilor Warr that Shively Park is the best option. She heard from people who were saying Astoria needs better cell phone coverage and supported a tower at Shively because it would provide better coverage. While Shively Park is her first choice, her second choice is to explore the options with Verizon.

Councilor Warr said City Council heard from people who live near Shively Park that opposed the tower. If he lived near Shively Park, he may have been opposed for a few weeks, but then he would not see the tower anymore. However, the people he has spoken with supported a tower at Shively Park. He did not agree that the public was against a tower at Shively Park.

Chief Johnston understood that saying no park ever was too broad a statement, that City Council wanted public input, staff needed to be very transparent if a tower in a park were considered, and that it would be nice if Astoria could resolve these issues without Verizon. He confirmed that if Astoria does not put up a tower in cooperation with Verizon, the City would still have a tower in a historic park or incur substantial debt from building a new tower.

Councilor Warr was sure the City would not take on more debt at this time. He believed the City needed to decide which park to put a tower in.

Councilor Nemlowill asked how much money the City made from leases with colocators on the tower at the Column. She wanted to consider Option 4 in more depth because some of the construction costs of the reservoir

site could be offset and the City could generate revenue in the future. Chief Johnston explained that the reservoir site would cover a very small area for Verizon, AT&T, Sprint, and any other company the City tried to collocate on that tower. Some of those carriers have almost no coverage in the area, so those carriers would find the reservoir site more attractive than Verizon does. However, it would be ambitious to try to estimate those numbers. The City does not currently have anyone on staff to recruit tenants and manage leases. Therefore, generating the leases will incur costs and the City would have to pursue leases aggressively to maximize any benefits.

Councilor Price believed the City was currently getting about \$24,000 a year from leases.

Councilor Herzig said it was important to remember that technology continues to advance and that Verizon will not walk away from this market. Verizon has an investment in the area and they want to keep their customers. When the Friends began dealing more aggressively with Verizon, Verizon was willing to accommodate the reservoir site. He believed Astoria should continue to be strong for the citizens. Verizon will provide the better cell phone coverage the citizens want, but the City cannot give away the farm too rapidly. Advances in technology and realizing that Verizon wants to stay in Astoria means the City does not have to make deep concessions. Chief Johnston noted that staff has been strong on this issue for eight years now and he does not have the energy to continue. Staff is running out of capacity for this project.

Councilor Warr said Astoria has been very rough on Verizon since this process began. The City has forced Verizon to do things they did not want to do. By trimming down a proposal that Verizon felt good about, Astoria has cut off its nose to spite its face. He believed the proposal was a good proposal. Chief Johnston added that Verizon representatives have said it is unusual for Verizon to go this far. The City got Verizon to move from a \$500,000 investment to \$1.5 million investment. Verizon is still willing to stay at the reservoir and try to fill the small void left by Shively Park, but Verizon's efficiency within the City will decrease. Verizon is a private company and this is not an altruistic business for them either. However, Astoria does not know the financial data.

Councilor Price did not believe there was a downside to Option 3. The City had extensive public hearings on Shively Park. Verizon and the Friends attended the hearings and the public listened to the proposals. The recordings are available for anyone who wants to listen to them again and the minutes of the meetings are available. She believed Verizon, the Friends, and everyone in the room had a good idea why Shively Park was off the table. She supported Option 3. She understood staff's request for more guidance, but said City Council could not make land use decisions ahead of the Historic Landmarks Commission (HLC) and Planning Commission. Putting a tower outside of city limits was a good idea because then Verizon would not have to deal with either body. Option 3 takes the City out of Verizon's job to find a location. However, it is possible that Astoria would not have tower within the city limits that could be rented to colocators for additional revenue. She asked if there were any other downsides to Option 3.

Councilor Nemlowill understood Option 3 was the most popular with City Council and asked if staff believed Option 3 was the best. Chief Johnston said Option 3 would be the least amount of work for staff and the City would still end up with emergency communications facilities in a safe area.

Councilor Herzig said he appreciated the work staff had done, but noted that when work began the City was not fully staffed. The City now has a Community Development Director and a City Planner. He did not believe Chief Johnston would have to carry the workload alone and believed the Community Development Director and Planner should be involved. City Manager Estes said he was the Community Development Director and Rosemary Johnson was the City Planner when this project began. She was retained after she retired to continue working on this project for continuity. The Community Development Department is reviewing this project from a land use perspective and other individuals are doing the negotiating. Therefore, it would not be appropriate to have Director Cronin negotiate. A permit is already in place for Option 3. If other sites in the city limits were to be reviewed, Director Cronin and Planner Ferber would conduct the reviews.

Chief Johnston noted that the tower at Astor Park was currently overburdened and Reservoir Ridge offers the City public safety opportunities. Verizon will not go forward with the current lease, so the City will receive reduced income; however, staff should be able to minimize costs. The lease was based on the future development at both sites because the lease had to be approved before the permits. With the permits for Shively Park denied, Verizon is not willing to move forward with Reservoir Ridge. However, Verizon is willing to renew the lease at Astor Park for another year. Staff has been asked to consider a broadcast site off Pipeline Road. Both of the

City's land mobile radio vendors have looked at the site and determined the site should be avoided because of the geography of the area. The site would decrease the City's land mobile radio coverage, which violates the principle that this process should not result in a decrease of public safety radio. The site does not offer any ability to expand. Expansion would require a tower too tall for the wind loads. The location of this particular location cannot suit Astoria's current or future needs. The Friends of the Column have requested that no lease extensions be granted. This will allow staff to convey a sense of urgency when negotiating; however, Astoria's flexibility will be restricted. The City needs to make a decision and move forward on this issue quickly because public safety infrastructure is being damaged. The temperature inside the emergency communications building at the Column cannot be controlled and the open ventilation allows too much dirt inside. This was okay when the City had two based and solid state radios, but the room now looks more like a server room than a radio room because it holds switches, microwave radios, and networked equipment. The longevity of the equipment is decreasing and every time the power goes out the temperature inside the shed rises. He appreciated City Council's input and asked for a firm recommendation on one of the policy options.

Councilor Herzig asked if the Friends were opposed to the lease extension that would be required to move forward with Option 3. Chief Johnston said staff would have to ask, but he believed the Friends would understand if they recognized the end result. Councilor Herzig said the Friends wanted the tower removed from the Column and a lease extension would delay this.

Councilor Nemlowill believed the City could move forward with better public safety facilities without taking the historic facilities. She hoped everyone would agree. If the lease needs to be extended for another year or two, the Friends should be reassured that the City intends to move the tower away from the Column. Councilor Price agreed.

Mayor LaMear confirmed that City Council wanted staff to move forward with Option 3, but only after public input and presentations from Verizon and the Friends of the Column. She called for public comments.

Shel Cantor, 1189 Jerome, Astoria, said he understood that the site at Reservoir Ridge would provide better coverage for Astoria's needs than the site at Astor Park. He asked if this was true. Chief Johnston said Reservoir Ridge would provide radio coverage equivalent to Astor Park. However, Reservoir Ridge would also provide Astoria the opportunity to connect to remote sites through a microwave connection that cannot be reached from any of the existing sites.

Mr. Cantor said this would be an improvement from Astoria's point of view. During the hearings, Verizon's lawyer had said this process was not what Verizon normally liked to do. He had explained that Verizon normally goes out on their own to look for a site that serves their purposes and then they attempt to negotiate with the property owner for a lease. Verizon is not altruistic and does not provide charity. This is clearly to Verizon's advantage as they were willing to spend \$1.5 million. He was concerned about Astoria building its own tower at Reservoir Ridge. The design of the tower would need to be decided in advance. He asked if the tower would accommodate other providers, if so how many, and what those providers would need. All of these decisions would need to be made in advance or Astoria would need to build the minimum requirements to accommodate the City's needs. This concerned him because Astoria does not have the staff to investigate and negotiate. City Manager Estes said Astoria's Development Code requires colocation. If towers were constructed, providing colocation sites would minimize the need for additional towers. Chief Johnston added that the City would end up hiring a contractor to do the necessary work.

Mr. Cantor understood, but wanted to know if colocation would require an extra 100 feet or 150 feet, or support for an extra 3,000 pounds or an extra 50 pounds. The City cannot know how much to provide for colocation without additional information. Chief Johnston noted that Verizon has already done this work.

Mayor LaMear confirmed there were no more public comments and called for a presentation from the Friends of the Astoria Column.

David Olson said he was a Friends of the Astoria Column board member and the Friends asked him to speak. However, he would not represent the Friends until City Council has made a decision because the Friends must consider City Council's decision first. The board asked him to explain what the Friends have been up to in this process, which was well described by Chief Johnston. He was the Cable Communications Director for the City of Portland for about 30 years and served under five mayors. He was involved with all of Portland's wireless siting

issues, which are difficult issues for everyone involved and all over the country. There has been an enormous spike in wireless use for recreation, public safety, education, and health care. The Federal Communications Commission (FCC) is refiguring their spectrum to accommodate the demand.

- After April 1, 2013, when the last proposal for a monopole at Coxcomb was presented to City Council, he was brought in by the Friends to help. In the last year, he took a friend to see the Column lit up at night. The friend said the Column was beautiful and fantastic. He took his friend back to the Column the next day and she asked why the communications facilities were located at that site. He has had the same reaction even though he is sympathetic to the conflicting facilities.
- In May 2013, he sent the Friends a memorandum saying technical solutions were always an option. In June 2013, Verizon agreed to consider spending three times more than they had imagined to move facilities out of one of the most historic locations in Oregon. He wrote the request for proposals for the Friends and the competitive bidding process resulted in hiring Converge to work with Verizon on a solution.
- In 2014, Verizon's team began this enormous project. In the mean time, a new City Council was elected. Code changes, designs, and engineering had to be done. The tower was engineered possibly four times by independent engineering teams. The Friends were very gratified when this came to City Council in August 2015 and the majority of the Council indicated this would be a great solution.
- The goals of the Friends remain the same, to support City Council and the City in finding ways to remove conflicting wireless facilities, particularly from critical historic parks. He heard Councilors say Astoria does not want conflicting wireless facilities in historic parks and Council has adopted this as a policy. However, Astoria currently has conflicting wireless facilities in a historic park that attracts 400,000 visitors each year. This is significant and he knows people want the facilities removed. The Friends want to complete a master planning process with Astoria for Astor Park, open up views to the northeast, and possibly build facilities that benefit the visitors. None of this is possible with the existing facilities. The City has a contractual agreement that cannot be executed as long as the facilities remain in that location. The Friends are very supportive of the City's work and the situation the City faces. These wireless issues are difficult because wireless has spiked all over the country and the City's public safety needs must be met. He urged Council to refrain from presuming that just because the facilities have always been in Astor Park they cannot be seen anymore. By the City's own criteria, the facilities need to be moved. He agreed that much of this work could have been done more publicly and he would have been delighted to explain each step of the process and the results of the engineering study. Everyone has the right to know the engineering work that was done on the site locations. He agreed with the Councilors that said Astoria should not have conflicting facilities. In the early stages, it was tough to get one of the largest wireless companies in the country to spend three times as much they ever imagined in order to accommodate the most significant historic site in Oregon. The Friends support meeting the wireless needs of customers in Astoria, but also support the City's efforts to move the conflicting facilities out of the most historic park in Oregon and benefit the community. There is nothing lovely about a power pole, lines, and facilities sitting in the City's streets. And if these facilities remain long enough, they become part of the landscape. However, people react when something changes. There are not many ways to make communications facilities look better, but there are design methods and many other things that can be done.
- The Friends have a master planning process the City is committed to completing, but the master plan cannot be done with the facilities at Astor Park. He believed the Friends would be sympathetic to a temporary extension while a permanent solution was being worked on. The City did the public process and educated people about the trade-off. He believed the Friends would be sympathetic to any solution that worked for the City and the public to move facilities off the hill while accommodating the public safety facilities if the City had a definite and fixed process. Verizon has stepped up with a lot of persuading and he was sorry that the process was not more public. The Friends primary interest is to complete the master planning and move conflicting facilities off the hill.

Councilor Herzig understood that some things had to be done in back rooms and all of the work could not have been done publicly. The City should have been checking in and relaying the information to the public more often. This was new territory for everyone.

Mr. Olsen offered to help in any way he could.

Mayor LaMear called for a presentation from Verizon.

Yogi Sandstrom, 3021 SE Briarwood Dr., Vancouver, WA, said he has been working in wireless communications for 13 years and has never seen any situation that required so much effort and time with one particular carrier. Verizon wants to renew the lease at Coxcomb for a one-year extension with the option to renew for an additional year. Now that Shively Park is not an option, Verizon will choose a new site outside of the City of Astoria. He has done project management for Verizon, which has included over 100 sites in Oregon in the last three years and he will be locating the new site once the project is assigned to him. Verizon plans to construct a new tower at the reservoir, which he believed was Option 3. Verizon is currently engineering the new road, the City has already approved permits for the tower, and the lease has already been negotiated. A 50 foot by 50-foot piece of land will be developed and the tower will be engineered to accommodate Verizon, the City, and future colocators. Fiber will be brought 1.2 miles from James Street to the site. Verizon will also remove and dispose of the tower at Coxcomb when the lease has expired and return the land to its pre-1989 condition. This will include foundation removal and landscaping. Verizon will remove all of the City's equipment from the tower at Coxcomb and place it on the new tower, move all of the cabinets from the old shelter to the new shelter, supply the new shelter for the City with a generator and a \$150,000 system, and give ownership of the equipment to the City. Verizon will also provide diagnostics on all of the City's equipment and realign it. The City will get 1.2 miles of fiber, and brand new road, and a tower that the City can get income from via ground leases. Verizon would like free rent for the duration of the lease in exchange. Colocators would sign two separate leases, one with Verizon for facilities placed on the tower that they own and one with the City for the ground facilities. He believed this was a pretty good deal. Verizon was considering four sites to replace the tower at Coxcomb, the Astor Hotel, Shively Park, the reservoir, and stave bolt; however, since Verizon must find a replacement for Shively, they are looking outside of the city. Astoria will never get a new tower with all of the planning restrictions in the city. He confirmed for Councilor Herzig that there is no way Verizon can locate a tower in the city. He will be in charge of finding a replacement site for Shively that is not in the City of Astoria. Verizon is open to Options 1 and 2, but those options are not the best. He preferred Option 3 because it offers some great benefits for the City. He believed the City could still get revenue from the smaller companies.

Councilor Warr asked if Mr. Sandstrom expected a degradation of Verizon service within the city limits. Mr. Sandstrom said Verizon had three different radio frequency engineers work on this project since he got involved. The engineers want to find the best solution and the east end of Astoria will get service from the reservoir site. Astor Hotel will cover another section of town and Verizon will have to find a location that will cover the area Shively Park would have provided service to. Service will not be as good, but Verizon is trying to use four sites to cover the one. Verizon budgeted more than \$2 million for this project.

Councilor Herzig thanked Mr. Sandstrom for all of the work he put into the project. The sites being discussed are Astoria's historic legacy and it is a tribute to the Friends of the Column that this situation was so exceptional. He was thrilled that Verizon was willing to give so much. Mr. Sandstrom added that Verizon wants this project completed as soon as possible and he would be happy to work out the small details with staff. The building permit for the reservoir site is almost ready. Councilor Herzig said no one wanted to drag this out any longer than necessary.

City Manager Estes noted that over the years, the City has had very successful public/private partnerships. He believed in this case, Option 3 would provide the best product because the City would get a brand new tower that will provide better coverage and service for emergency communications. If Council decides to move forward with this option, staff will have to work with Verizon and get specific dollar amounts. He also believed Option 3 was the most fiscally responsible.

ADJOURNMENT

There being no further business, the work session adjourned at 8:21 pm to reconvene the Astoria City Council meeting.

ATTEST:

APPROVED:

Finance Director

City Manager

HISTORIC LANDMARKS COMMISSION MEETING

City Council Chambers

March 15, 2016

CALL TO ORDER – ITEM 1:

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

ROLL CALL – ITEM 2:

Commissioners Present: President LJ Gunderson, Vice President Michelle Dieffenbach, Commissioners Jack Osterberg, Paul Caruana, and Thomas Stanley.

Commissioners Excused: Mac Burns and Kevin McHone.

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

APPROVAL OF MINUTES – ITEM 3(a):

President Gunderson asked if there were any changes to the minutes. There were none.

Commissioner Stanley moved to approve the minutes of February 16, 2016 as presented; seconded by Vice President Dieffenbach. Ayes: President Gunderson, Vice President Dieffenbach, Commissioners Caruana, Osterberg, and Stanley. Nays: None.

PUBLIC HEARINGS:

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

ITEM 4(a):

EX15-14 Exterior Alteration EX15-14 by Daniel Peters to rebuild the exterior stairs and add a two-story deck on the NW corner elevation and change a 1:1 window to multi-lite door on the North elevation (2nd floor) of an existing single family dwelling at 726 27th Street in the R-2, Medium Density Residential zone. The application was continued from the February 16, 2016 meeting.

President Gunderson asked if anyone objected to the jurisdiction of the HLC to hear this matter at this time. There were no objections. President Gunderson asked if any member of the HLC had a conflict of interest, or any ex parte contacts to declare. None declared. President Gunderson requested a presentation of the Staff report.

Planner Ferber presented the Staff report and recommended approval with conditions.

Commissioner Osterberg asked if Staff had received a written response to each of the criteria from the Applicant. Planner Ferber said Staff did not receive a narrative, but she had met the Applicant on site to discuss the issues.

President Gunderson asked which changes were suggested by John Goodenberger. Planner Ferber said Mr. Goodenberger had provided ideas about the design of the newel posts, suggested the front porch extend all the way to the bay window, and that lattice work be added underneath the porch and stairs. She understood that the renderings on Page 6 of the Staff report were based on a discussion between Mr. Goodenberger and the Applicant about the design issues.

President Gunderson asked if Mr. Goodenberger supported what was proposed for the upstairs. Planner Ferber explained that if the Applicant were to do the upstairs, he would be required to complete all of the specific

modifications listed in the Staff report. A double porch is not traditional for Queen Anne style homes, but Mr. Goodenberger has said that if the double porch were to be built, it would need to be built as described in the Staff report. However, Mr. Goodenberger never indicated whether he was in favor of or opposed to the double porch on this house.

Commissioner Osterberg believed the Staff report indicated the porch would not meet the criteria for approval even with all of the compromises, which only affect a few things.

Commissioner Caruana said he reviewed the Staff report online and it appeared as if Staff had no desire to approve the second story deck. Planner Ferber confirmed Staff has remained neutral and the Staff report indicates how the deck does and does not meet the criteria. It is up to the HLC to decide whether the deck is appropriate.

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

Daniel Peters, 726 27th Street, Astoria, said he met with both Planner Ferber and Mr. Goodenberger. Mr. Goodenberger met with him primarily at the house and suggested the porch be narrower and longer. The first floor deck is the same width as the side of the house and he shortened it by two feet. Mr. Goodenberger suggested he lower the handrail to make it more similar to a height used in the 1900s and increase the length of the second floor porch so that it extended over the bay window, but leave the width at six feet. Lattice work is typical for a Queen Anne era house. When he purchased the house, the real estate agent told him the house would be bulldozed if he had not bought it. He has done extensive remodeling to bring the house back to the way it was with the same windows and everything as original as possible. He just wants a place to have a cup of coffee with his wife on the second floor and have friends over to watch the ships go by, which he can only do now by looking through the windows of the house. He is trying to make the house look as original as possible and has done everything that has been asked of him by Mr. Goodenberger and Planner Ferber. He has brought the house back and made it look like a nice place. Mill Pond is one of the few places in the city from where the house can be seen. The house can also be seen from the Riverwalk, but it is so far away that the front is difficult to see. He would like to be able to make the outside of the house better than it is now.

Commissioner Osterberg asked if Mr. Peters agreed with Mr. Goodenberger's recommendations and planned to implement them. He also wanted to know what Mr. Peters thought about the conditions of approval listed on Pages 8 and 9 of the Staff report. Mr. Peters said he wanted to build a deck so that he can use it. The upstairs deck is bigger than what he originally needed, but if Mr. Goodenberger believes the larger size will make the deck look historically correct, he was fine with it. While the square footage is about the same, the recommended deck is longer. He just needs a spot for him and his wife to sit and have a cup of coffee. The bottom deck will be used as a place to sit and watch the ships go by when he has friends over. Only two people can sit on the existing recessed deck, so guests must sit in the house or in the grass. He has been on the Riverwalk and from his house, there is a very small window of visibility to anywhere else. He understood the house is historic and that is why Mr. Goodenberger and Planner Ferber came over. He is trying to keep the historic theme of what already exists. Most of the houses in the neighborhood are Queen Anne houses with protruding decks, so he did not understand why Staff has said Queen Anne style houses do not typically have protruding decks. According to paperwork he has, all Queen Anne houses have protruding decks. This paperwork was included in the original Staff report. He did not bring any photographs of Queen Anne houses with protruding decks because he did not believe it would be part of the issues now. However, photographs of Queen Anne houses with protruding decks in his neighborhood were included in the original Staff report from January.

Director Cronin confirmed Staff was looking for the photographs in the January Staff report and in documents that may have been submitted during the January public hearing. President Gunderson did not recall seeing any such photographs during the January hearing. Commissioner Osterberg remembered hearing the Applicant describe photographs of other houses in the area that showed protruding decks at the January hearing, but the photographs were not submitted at that time. He also remembered telling the Applicant that since the hearing would be continued, the photographs could be submitted to the City. However, he did not see that those photographs had been submitted by the Applicant. Mr. Peters believed the original Staff report that he received included those photographs.

Commissioner Osterberg understood that the Applicant agreed with all of the conditions listed in the Staff report. Mr. Peters said the new drawings, which are based on Mr. Goodenberger's recommendations, reflect that his plans had changed to accommodate Conditions of Approval 1(a), 2(a), and 3(a).

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

Commissioner Caruana said he did not mind the first floor deck, but he did not like decks that stop on bay windows. The deck should stop just short of the bay window with a return newel post. This would narrow the deck by about three feet. Or, the deck should extend all the way back to encompass the bay window completely. The first floor deck and railings will add charm and it seems fitting for a house with a view. He referred to a photograph on Page 4 on the Staff report and explained where he preferred the deck to stop. He did not believe there was a way to make a second floor deck look authentic on the house unless it was a mirror image of the first floor. If the Applicant wants a second floor deck, it should be recessed.

Vice President Dieffenbach did not mind the Applicant's drawings. The Queen Anne style is a distinct style; however, there are many variables within the Queen Anne style. She did not mind the deck extending past the bay window, but did not like the deck stopping a third of the way over, as shown in the drawings. There are so many different aspects of the Queen Anne style and she believed Commissioner Caruana's suggestions would look good. She did not mind the second floor deck because it stops short of the roof and hangs out over the bay window. It is important to keep the character of the style, but as history changes, no style is perfect. Every style is a bit of a give and take and she believed the plans worked with the Queen Anne style. The plans are not an exact match to the Queen Anne style, but she believed the plans do encompass the style and facilitate the needs and use of the house.

Commissioner Caruana explained that the deck does not stop short of the bay and the roof of the deck actually goes into the roof of the house. There will be a newel post right on the window because the new railing will have to be 36-inches high, even though the house is historic. He suggested Vice President Dieffenbach consider the visual impact of this railing underneath the windows. He explained in detail how the house would look if the top deck stopped at the beginning of the bay window and the bottom deck extended beyond the bay. The bottom deck would look wider from several perspectives. Vice President Dieffenbach agreed with Commissioner Caruana.

The Commission discussed Commissioner Caruana's ideas about the upper and lower decks.

Commissioner Osterberg did not want to talk to the Applicant about cutting away part of the house. He preferred to discuss modifying elements of the house that the Applicant had already proposed to add.

Commissioner Stanley said he liked Commissioner Caruana's suggestions, but only if the Applicant agreed. He did not believe it was his place to say what needs to be part of the house. He agreed the deck should be extended all the way around to the back of the house. If the Applicant did not agree with Commissioner Caruana's suggestion for the top deck, he would go along with the proposed plans. Commissioner Osterberg agreed with Commissioner Stanley's basic direction.

President Gunderson preferred a cut-out and was not thrilled with the proposed second floor deck. However, she did like the suggestions for the lower deck. She reopened the public hearing and asked the Applicant to come forward.

Commissioner Caruana and Mr. Peters discussed the details of Commissioner Caruana's suggestions. Mr. Peters said this would shorten the walkway and eliminate useable space. He described the topography of the property and stated which areas would be used. He did not want to make the changes Commissioner Caruana had suggested for the second floor deck because of the additional construction that would be necessary. His original drawings showed the deck stopping at the beginning of the bay window, but Mr. Goodenberger said the deck should extend all the way. He preferred a smaller deck on the top and a larger deck on the bottom. He also showed a code-compliant railing in his original drawings, but Mr. Goodenberger said the railing should match the historic value of the house.

Commissioner Osterberg said there might be some exception to the railing height.

Mr. Peters added that the ceiling would be a bead board that would match the existing ceiling.

Commissioner Caruana continued explaining his ideas to Staff.

Vice President Dieffenbach said she did not like certain aspects of Commissioner Caruana's plans.

Commissioner Osterberg noted that Queen Anne houses did not need to be symmetrical and a variety of different details that are not uniform would be appropriate on a Queen Anne house.

Vice President Dieffenbach explained her idea for extending the decks.

Commissioner Caruana confirmed the Commission would be voting to approve a narrower top deck that stopped at the beginning of the bay window. He asked where the Commissioners believed the bottom deck should stop.

Commissioner Stanley believed the deck should stop short of the bay window, but the decision must be the Applicant's.

Mr. Peters said he preferred the bottom deck stop at the first corner of the bay window. He liked the idea of having the newel posts and railing on the inside of the top deck. He and Commissioner Caruana discussed photographs of the house.

Vice President Dieffenbach said the second floor decks on Queen Anne houses were always very small and personal. Wrapping the deck around the house would make the deck too big.

Commissioner Stanley noted that the Applicant just wanted enough room to have a cup of coffee. Mr. Peters said the view from the window was not as good as it would be from the deck.

Commissioner Caruana asked if the multi-pane door would be changed if the deck were approved. Mr. Peters said there was another entrance door off the south side of the house, which he did not believe was original.

Mr. Peters confirmed he did not have the original window and the door was missing glass. It was a nightmare trying to find replacement glass.

Director Cronin suggested the Commission organize their ideas according to architectural features when a motion is made to allow Staff to keep track of the individual features that are approved.

Commissioner Caruana believed the proposed railings and the lower deck were fine.

President Gunderson closed the public hearing.

The Commission and Staff discussed options for amending the Staff report and how to word the motion.

President Gunderson did not believe an upper deck was appropriate on a Queen Anne house.

Commissioner Osterberg said he was in rough concordance with Mr. Goodenberger's recommendations for the second floor deck because Mr. Goodenberger was able to determine that the deck met the criteria.

Commissioner Caruana believed it would be strange to leave the bay window and deck sticking out with the first floor deck wrapping around the house. Vice President Dieffenbach agreed.

The Commission took several minutes discussing the details of some proposed changes with Staff.

President Gunderson confirmed that the Applicant wanted to speak and reopened the public hearing.

Mr. Peters answered Commissioner questions about the house as the Commission described the details of the changes they wanted Mr. Peters to make to his project.

President Gunderson closed the public hearing. She appreciated that everyone was working together and the Commission wants to give the Applicant what he wants. However, there has been a lot of back and forth about the details. Therefore, she proposed the hearing be continued so that Staff could present renderings of what has been proposed. She did not want to make the Applicant return, but believed it was worthwhile for the Commission to have a solid plan with specific details and drawings.

Commissioner Caruana understood issues with the upper deck had been resolved and the materials were fine, but the Commission needed to give the Applicant direction on the lower deck so that he could come back with plans that would be approved.

The Commission discussed details of the house and options for the lower deck. The Commission agreed that two design alternatives met the criteria and the Applicant could choose which design to build. Commissioner Caruana had concerns about one of the design alternatives, but noted it would not be highly visible. Commissioner Osterberg said once a design is chosen, the Applicant will present the design details to the HLC for review and specific issues can be addressed at that time.

President Gunderson stated the motion would need to be very specific so that the Applicant would not have to come back next month with a new set of ideas. She asked Staff to recommend wording for the motion.

Director Cronin said the architectural features could be listed individually with direction to the Applicant about what to bring back to the HLC. The Commission could also provide general direction with one motion so that Staff could work with the Applicant based on the discussions at this hearing. He confirmed that the sketches made during this hearing would be added to an updated Staff report.

Commissioner Caruana moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX15-14 by Daniel Peters with the following additional condition:

- The HLC will approve the architectural details with respect to the posts, balustrades, materials, and lattice work.

Motion seconded by Commissioner Stanley. Motion passed unanimously.

Vice President Dieffenbach moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX15-14 by Daniel Peters with the following additional conditions:

- If the bottom of the lower deck aligns with the bottom of the bay window, the deck must stop at the corner of the first outside corner of the bay window.
- If the bottom of the lower deck does not align with the bottom of the bay window, the deck must extend past the bay window.

Motion seconded by Commissioner Stanley. Motion passed unanimously.

Vice President Dieffenbach moved that the Historic Landmarks Commission (HLC) adopt the Findings and Conclusions contained in the Staff report and approve Exterior Alteration EX15-14 by Daniel Peters with the following additional conditions:

- The second floor deck shall extend out six feet, as proposed.
- The northeast corner of the deck must be eight to ten inches from the corner of the building, set to the west.
- The newel posts on the east side of the deck must align with existing trim on the corner of the porch.

Motion seconded by Commissioner Caruana. Motion passed unanimously.

Vice President Dieffenbach moved that the Historic Landmarks Commission (HLC) continue the hearing of Exterior Alteration EX15-14 by Daniel Peters to the April 19, 2016 meeting and direct Staff to present more accurate drawings, information, and accurate scale drawings that support the Findings and Conclusions.

Motion seconded by Commissioner Stanley. Motion passed unanimously.

REPORTS OF OFFICERS/COMMISSIONERS – ITEM 5: - None.

NEW BUSINESS – ITEM 6:

Item 6(a): 2016 Dr. Edward Harvey Historic Preservation Award Nominations

Director Cronin said a press release was sent out about the award. He encouraged the Commissioners to submit their own nominations. All nominations will be discussed at the April meeting.

Item 6(b): Certified Local Government (CLG) Grant Application

Director Cronin stated the application has been submitted. This \$12,000 grant will provide funds for a pass-through façade renovation funds for historic commercial and residential properties particularly on windows, storefronts, and entryways, funds for architectural assistance for historic buildings, and funds to help the City determine approvable materials and products.

Item 6(c): State Historic Preservation Office (SHPO) Tax Incentive Training

Planner Ferber stated she had been nominated for tax incentive training in Washington D.C. in July and the application to attend has been submitted. The tax incentives were applicable to small towns, restoration, development, etc.

Item 6(d): Columbia Pacific Preservation (CPP) Goals

Director Cronin said the CPP has been meeting regularly and recently prioritized goals for the work program. Goals will focus on Uniontown, the Flavel commercial building, and the maker space that the Historic Preservation Program has been wanting to implement.

STATUS REPORTS – ITEM 7(a):

Planner Ferber has included status report photographs of the following: EX14-07 for 813 14th Street and NC15-02 for 1542 Grand. The projects are complete or near completion and conditions have been met. These status report photographs are for Commission information.

The Commission and Staff briefly discussed the projects. Director Cronin encouraged Commissioners to provide feedback on the new construction projects because there were issues with the application and permitting process that he was trying to resolve.

Planner Ferber added that a new house was being built at 275 29th Street in Mill Pond. The property owners are working with their contractor to make changes that would address some of Staff's concerns about the project.

PUBLIC COMMENT – ITEM 8:

ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:55 p.m.

APPROVED:

Community Development Director

Parks Advisory Board Meeting Minutes January 27, 2016

Chairperson Norma Hernandez called meeting to Order at 6:50 am.

New Board Member Introductions

Board members shared introductions and President Hernandez reminded the Board of their role and responsibilities.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Tammy Loughran, Jim Holen, Eric Halverson, Aaron Crocket, and Josey Ballenger.

Absent- Joe Miltenberger, Drew Herzig, Grace Laman, and Howard Rub

Staff- Angela Cosby, Jonah Dart-McLean, Terra Patterson, Chelsea Cameron, Erin Reilly, Ian Sisson, Melissa Keyser, and Brad Johnston.

Approval of Minutes

A. December minutes were unanimously approved.

Public Comments

President Hernandez

A. What do you hear- Eric Halverson had heard complaints about the fee increases at the pool. Andrew Fick heard that people involved with the Parks Master Plan are excited and interested to learn about the parks. He also heard concerns about the cell phone tower at Shively Park. Jim Holen discussed feedback he has received on signage. President Hernandez heard that many people are impressed with Ian Sisson and how quickly the master planning process is going. Jessica Schleif read in the newspaper that the bus would no longer come to the Recreation Center or Senior Center. She called the transit office to share her concerns about the teens that ride the bus to the teen center and learned that a bus would still stop at the Short Stop. Staff Patterson mentioned that the school district does have the center set up as a bus stop for middle school students.

Employee Recognition

Director Cosby and Erin Reilly recognized Chelsea Cameron as the January employee of the month.

Parks Staff introduced themselves to the new Board members. The Board and Staff discussed Facebook posts about Shively Hall. A participant at the event posted a comment about the fireplace and volunteered to help the Parks Department with historic restoration research.

Old Business

- A. Tammy Loughran gave an update on the Parks Foundation. At their recent retreat, the Foundation discussed goals, rewrote their mission statement, and planned upcoming fundraisers. The Foundation's goal is to raise \$12,000 for scholarships and \$2,000 for operating expenses.
- B. Director Cosby gave an update on the platform at People's Park. Staff has informed the contractors that the platform needs to be removed by the end of February. If the contractors cannot complete the work by then, the Parks Department will have to spend funds to get it removed.
- C. Director Cosby updated the Board on the Maritime Memorial Committee meeting held earlier in January. The Committee continues to work on expanding the memorial wall because it will run out of space in two years.
- D. Ian Sisson reviewed the project timeline for the Parks Master Plan and the work completed during the first phase of the project. The online survey received 881 responses and paper copies of the survey are still being collected. All of the community outreach, including the survey, focus groups, and input sessions, has enabled Staff to reach over 1,000 people.

New Business

- A. Ian Sisson shared the results of the online Master Plan survey. Responses indicated that Astorians believe parks and recreation opportunities are important to their quality of life and that they are satisfied with the opportunities currently being offered. The main user groups are families, children, and low-income people. The community believes Astoria has just the right amount of parks and investments should be made in playground equipment, maintenance and improvements to natural areas, and historic and cultural sites. Most responses indicated Astoria has just enough or not enough trails and more should be invested in maintaining, improving, and connecting existing trails, and to improve signage. Respondents were happy with the number of facilities and indicated investments should be made in maintenance and improvements at the Aquatic Center, which is the most used facility. The Recreation Center and public restrooms were also priorities. The most visited parks include the Column, Tapiola, Shively, Fred Lindstrom, and Youngs River Falls. The least visited parks are the Customs House, Birch Field, Tidal Rock Park, Violet LaPlante, and Post Office Park. The Board and Staff discussed the reasons Violet LaPlante and Post Office Parks are not often used and the need for several different types of parks. Survey respondents were asked what their priorities would be if they were in charge of the Parks Department. Most people said maintenance, trails, natural areas, fitness facilities, and playgrounds would be their top priorities. Special events ranked low for this question, but ranked high in a question about services offered by the Parks Department. The most utilized programs and services include runs and walks, Li'l Sprouts, swimming lessons, special events, and memberships.

He is still processing feedback from the focus groups, which included City Staff, downtown businesses, historic and cultural preservation groups, parents clubs, the Parks Foundation, public health and social service organizations, service organizations, trails and natural area groups, and youth athletics providers. He still needs feedback from Aquatic Center user groups and will be making a presentation at the Lower Columbia Hispanic Council Board meeting on February 16th. He plans to meet with seniors at the Senior Center once they are settled in to the new building.

The level of service analysis compared Astoria's services to State benchmarks and indicates Astoria is generally well served. However, Astoria only has one urban closet park, the Garden of Surging Waves. If Heritage Square is redeveloped with a plaza park space, the urban closet park requirement would be met. Astoria does not have any regional parks, which are at least 100 acres, but there are several within five miles. Destination parks include the Column and Youngs River Falls. The city is well served with trails, facilities, amenities, and nearby access to the services Astoria does not offer. He displayed a working list of peer communities that Astoria will measure itself against.

Next steps include a Citizen Advisory Committee meeting on January 28th, processing and documenting community feedback, creating a draft copy of the level of service analysis and initial recommendations sections of the plan, and updating City Council in February or March.

- B. Director Cosby gave a report on the Parks Department retreat and goal setting session in December. She reviewed the goals for 2015 and updated the Board on how the department achieved each goal. Goals for 2016 are to improve internal and external communications, implement the Master Plan, create inventories for the facilities and maintenance plans at each site, improve employee development programs, increase volunteerism, and improve the Recreation Center and maintenance shops. She confirmed she wanted volunteerism to increase overall, not just within the Chip-In program. She described the current employee development program, which begins with recruitment and hiring procedures.
- C. Director Cosby updated the Board on the Senior Center restoration project. The grand opening of the renovated Senior Center will be on February 16th from 3:00 pm to 5:30 pm.
- D. Assistant City Manager Brad Johnston reported on the wireless communication tower proposed for Shively Park. He explained that the information presented to the Parks Board in December 2014 and January 2015 was inaccurate. Staff was depending on Verizon to provide the information because Staff does not have anyone dedicated to or an expert on cell phone towers. When the appeals were filed, Staff agreed that the original photo simulations were not accurate and they asked Verizon to provide better photos. City Council approved the appeals at their meeting on January 19th and they will adopt the findings at their next meeting on February 1st. City Council found that the land use did

not meet City Codes. This project was tied to the removal of the tower at the Column. As a matter of policy, the tower at Shively was a compromise because the tower would have been tucked into the back corner and Shively Park receives fewer visitors than the Column. The tower would have added \$36,000 in annual Parks revenue and co-location on the tower would have added \$90,000 in annual revenue. He will be speaking with Verizon's contractor about removing the tower at the Column later in the day. He was unsure if the tower at the reservoir would still be built. Verizon's lease at Astor Park expires in August. If the lease is not renewed, Verizon's signal in Astoria will be very weak and the City will have to change carriers. At the City Council meeting, Mayor LaMear talked about the government's responsibility to ensure citizens have reasonable access to utilities, but the city is running out of hilltops.

He believed City Council would have had a more difficult time denying the project if Verizon had submitted accurate information from the very beginning. He answered questions from the Board about Converge Communication's role in the project, City Council's directive to remove the tower at the Column, the City's need for upgraded emergency communications equipment, and the Community Development Department's process. He explained the basis of the appeals, which argued that the decisions to grant the permits were invalid because they were based on inaccurate information.

The Board and Staff discussed how the inaccurate data affected the credibility of City employees and Board members. Staff planned to be much more critical of these requests in the future. Assistant City Manager Johnston explained that the wireless communication section of the Development Code was adopted in response to the tower at the Column, which would never be approved today. The Development Code makes it very difficult to put a tower in Astoria. Staff reviewed the issues with the tower at the Column and how City Council decided that it should be removed. Without a tower at the Column or Shively Park, Staff will need eight to ten sites for emergency communications facilities in order to maintain current coverage, which would make the system complex and expensive.

The following reports were presented to the Board as part of the agenda packet:

- E. Parks Maintenance Projects
- F. The CHIP-in Program
- G. Lil Sprouts/Port of Play
- H. Recreation Center, Programs, Fitness and Athletics
- I. Ocean View Cemetery
- J. The Aquatic Center
- K. Master Plan

Upcoming Events

1. Director Cosby updated the Board on upcoming events.

Next meeting will be held Wednesday, February 24, 2016 at 6:45 am at the Astoria Recreation Center.

ASTORIA PLANNING COMMISSION MEETING

Astoria City Hall
March 22, 2016

CALL TO ORDER:

President Pearson called the meeting to order at 6:26 pm.

ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, McLaren Innes, Sean Fitzpatrick, Daryl Moore, Jan Mitchell and Frank Spence

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

APPROVAL OF MINUTES:

President Pearson asked for approval of the minutes of the February 23, 2016 meeting. Commissioner Innes moved that the Astoria Planning Commission approve the minutes as presented; seconded by Commissioner Easom. Motion passed unanimously.

PUBLIC HEARINGS:

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

ITEM 4(a):

AEP16-02 Amendment to Existing Permit AEP16-02 for Subdivision Permit SP06-02 by Dale Barrett for Fred Van Horn to relocation the fire access and parking easement on the existing plat at 433-435-441 30th Street in the C-3, General Commercial zone.

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

Vice President Easom declared that he represented many people on the application and stepped down from the dais.

President Pearson asked Staff to present the Staff report.

Planner Ferber reviewed the written Staff report. The only correspondence was an email from Fred Van Horn, which was included in the Staff report. Staff recommended approval of the request with the conditions listed in the Staff report.

Commissioner Spence said he drove by the site twice and looking at the picture, he could not tell where the easement and parking would be shifted. There is parking in front of the dental building and the units on Columbia Crossing, as well as parking along 30th Street. He asked for clarification about the proposal.

Planner Ferber explained the old easement provided parking right next to the building, which she pointed to on a photograph. The Applicant has proposed to switch the access to the parking so that emergency vehicles can get through to nearby homes. Commissioners noted that this would move the parking to a parking area already designated for the dental office.

Commissioner Spence said the apartments should have sufficient parking, but the parking lot was full. He noted that the original permit required a 25-foot wide egress to accommodate emergency vehicles. He asked if there

was a mistake on the original plat or if the building encroached into the 25-foot right-of-way. He could see on the photograph that it was a tight space for emergency vehicles because there was parking on both sides of the right-of-way. Director Cronin understood that something transpired between the original plat approval in 2006 and today. Staff is simply trying to accommodate what was done during that time to ensure adequate emergency access. Planner Ferber confirmed that the Fire Chief has reviewed this application and found it acceptable. This proposal is a much less expensive alternative than requiring a sprinkler system.

Commissioner Spence said he was satisfied since the Fire Chief had approved the request.

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

Dale Barrett, 4253 A Highway 101 North, Gearhart, presented drawings of the proposed project at the dais. He noted the drawings were not 100 percent accurate, but showed where the parking and new easement would be on the same aerial photograph that was displayed on the screen. The new easement will be up against the building, but the parking spaces have already been in place for quite some time. To correct the situation to fit the existing parking, the lot created when the Columbia Landing subdivision was created will have to be replatted. The structure in the photograph is the remainder of the Columbia Landing residences. The last lot abuts against the parking. The Fire Department said the area had to remain clear, so all of the parking would have to be moved to the other side. He worked with City Staff and found the best thing to do would be to adjust the 25-foot fire lane. The Staff report includes small versions of the proposed replat, which requires this public hearing. The proposal is to move the fire lane from up against the townhome buildings out into the existing driving lane. The original plat specified 25 feet and he would simply like to move it. The packet shows where the proposed easement will be located. It will be no problem for a fire truck to fit and the Fire Chief has indicated the proposal is acceptable. The parking area will be switched to the west side and the 6-foot wide walkway easement will remain unchanged. The only easements being moved will be the parking easement and the ingress/egress. The packet also shows the existing conditions of the plat prior to the proposed changes. Once this request is approved, the Public Works Director and County Surveyor will have to approve the changes because the fire lane was on the previous plat.

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

President Pearson said Staff did a great job preparing a thoroughly researched report. Director Cronin added that Rosemary Johnson assisted with this application.

Commissioner Moore moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Amendment to Existing Permit AEP16-02 by the Dale Barrett; seconded by Commissioner Fitzpatrick. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

Vice President Easom returned to the dais.

ITEM 4(b):

CU16-02 Conditional Use CU16-02 by Nicholas Palazzo for The Farmacy to locate light manufacturing (grow marijuana) in the basement of an existing retail space at 2911 Marine Drive, Suite #D in the C-3, General Commercial zone.

President Pearson asked if anyone objected to the jurisdiction of the Planning Commission to hear this matter at this time. There were no objections. He asked if any member of the Planning Commission had any conflicts of interest or ex parte contacts to declare. Hearing none, he asked Staff to present the Staff report.

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

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

Nicholas Palazzo, 643 10th Street, Astoria, stated he did not have a presentation, but would answer questions.

Vice President Easom confirmed that the relocation of the daycare center was not related to the Applicant's business.

Commissioner Spence understood marijuana growing required a lot of heat and electricity and said he was concerned about the safety of heat in the basement of the building. He confirmed that the Fire Chief had reviewed and approved the application and therefore, he was satisfied.

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

Vice President Easom said he believed this was a good use of a basement area. Commissioner Fitzpatrick stated the request appeared to meet the criteria and he agreed it would be a very efficient use of the space.

Vice President Easom moved that the Astoria Planning Commission adopt the Findings and Conclusions contained in the Staff report and approve Conditional Use CU16-02 by Nicholas Palazzo; seconded by Commissioner Fitzpatrick. Motion passed unanimously.

President Pearson read the rules of appeal into the record.

REPORTS OF OFFICERS/COMMISSIONERS:

Commissioner Innes reported that the City of Gearhart uses the legal notice section of the *Daily Astorian* as a mechanism for reminding citizens to remove noxious vegetation. She suggested Astoria post reminders that citizens must take care of the sidewalks.

Commissioner Fitzpatrick asked if Staff could review the derelict building ordinance because several people have asked him how the ordinance is enforced. Director Cronin explained Astoria had a vacant building ordinance and a derelict building ordinance. Both ordinances allow the City to take action on derelict properties. Staff is working on a list of properties that need to be cleaned up and will not look for additional properties until the backlog is caught up. He briefly discussed the property at 559 Alameda, which continuously changes ownership through the foreclosure process. Citizens with concerns should be directed to Director Cronin because Astoria does not have a designated code enforcement officer.

Commissioner Fitzpatrick said 936 Grand recently changed ownership. A debris box was placed on the property and the owners hired someone to remove trash from the interior of the house. However, much of the debris was not removed. The Commission and Staff discussed this house and the adjacent properties on Grand. Director Cronin stated he would look into the issue.

Commissioner Spence and Director Cronin discussed Astoria's need for a code enforcement officer. Staff did not anticipate additional funds for an officer, but the City would be recruiting a new building official soon. The entire Community Development Department would work together on the issues.

Director Cronin said in January, Commissioner Fitzpatrick recommended code enforcement at a property on the corner of 8th and Harrison. He reported that the issues with the hedge had been resolved.

NEW BUSINESS: None

OLD BUSINESS:

Item 7(a): Parks Master Plan Update

Ian Sisson, 1263 Commercial Street, Astoria, introduced himself and noted that Astoria has never had a comprehensive master plan for the Parks Department. He updated the Commission on the Parks Master Planning process with a PowerPoint presentation that included a timeline, scope of work, details of community

outreach, and next steps. The Citizens Advisory Committee (CAC), appointed by the Mayor to oversee the project, is currently reviewing the draft master plan. After the CAC and Parks Advisory Board have approved the master plan, the Planning Commission will review, and hopefully approve and recommend City Council adopt the plan.

Director Cronin asked which public involvement strategy has been the most successful. Mr. Sisson said the City received almost 900 responses to the online surveys, which were announced on Facebook, in press releases, at City Council meetings, on the radio, in emails, and on flyers placed at all Parks facilities. The survey was incentivized by providing park passes.

STATUS REPORTS:

Planner Ferber has included status report photographs of the following: 1542 Grand, V14-18. The project is complete and conditions have been met. These status report photographs are for Commission information.

The Commission and Staff briefly discussed the details of the project.

PUBLIC COMMENTS: None.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 7:07 pm.

APPROVED:

Community Development Director

ASTORIA PLANNING COMMISSION MEETING WORK SESSION

Astoria City Hall
March 22, 2016

CALL TO ORDER:

President Pearson called the work session to order at 5:30 pm.

ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, McLaren Innes, Sean Fitzpatrick, Daryl Moore, Jan Mitchell and Frank Spence

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

OLD BUSINESS:

Item 1 (a): Code Amendment Updates

Director Cronin presented the Staff report, which included emails, articles, and proposed Code amendments. At the dais, Commissioners had copies of a case study on townhouses and row houses. He noted that Staff has begun using a zoning checklist during pre-application conferences to help applicants understand what is expected when they submit an application. The Commission and Staff discussed the proposed amendments to Articles 3 and 9, as follows:

- The Commission was concerned that the on-site signs would create additional work for staff. Director Cronin explained that no state law requires notices to be posted on site, but many jurisdictions do. Currently, only property owners are sent notices, so renters are unaware of public hearings unless they see the notices on the City's website. Posting notices on site increases the City's transparency. The on-site signs will be made of weather resistant materials and anchored so they will not be blown away. They will only be posted during the time the application is active. Various methods will be used to affix the signs, depending on what works best at each site.
- The Commission agreed that the language proposed for Section 3.020(2) (a) was a bit ambiguous. It seemed to state that a detached garage could not be converted to an accessory dwelling unit (ADU), but an ADU could be built above a detached garage.
- Single-family lots with tiny homes would still have to comply with lot coverage standards. If a lot were large enough to accommodate multiple tiny homes, another section of the Zoning Code would apply.
 - A tiny home could be manufactured on or off site, but must be less than 500 square feet and must be placed on a foundation. Tiny homes will not be allowed to sit on wheels, which will separate tiny houses from recreation vehicles.
- Row houses are built to look identical to each other, but townhouses have different architectural features and designs. Director Cronin showed photographs and described which features defined Columbia Landing as townhouses and Martin Townhomes as row houses. Higher lot coverage will be necessary for these types of housing units. The case study showed that both townhouses and row houses work well in Astoria because the form of the buildings can fit the site. Both urban and neighborhood settings can accommodate these units.

Director Cronin reviewed the proposed changes to residential zoning codes, which are intended to help fulfill the housing needs in Astoria. He asked the Commission to consider the housing study as they discussed the proposed amendments. He noted that residential zones have maximum density standards and most property owners have reached their density limits.

The Commissioners discussed the recommended lot coverages, which Commissioner Easom said he liked. The discussion continued, as follows:

- Astoria has a lot of 9,000 and 10,000 square foot lots and current Codes offer no incentive to partition those lots, which would require a variance. Staff has seen a significant demand for these variances. The recommended lot coverage would allow a 9,000 square foot lot to be divided. Townhouses and row houses have lot coverages that are different from multifamily dwellings because the townhouses and row houses will

be larger than apartments. Commissioner Moore noted that a duplex could be referred to as two row houses. However, the duplex could be 5,000 square feet, but two row houses could be 5,500 square feet. Director Cronin stated he would reconsider those lot coverage recommendations.

- Reducing the size of duplexes to 5,000 square feet could potentially allow single-family homes to be converted to duplexes. Staff has not seen a demand for this type of development, but this recommendation would provide an incentive to redevelop a vacant or underutilized home. He explained that parking has been a stumbling block for many projects because off-street parking is required.
- Commissioner Moore suggested the recommended lot coverage in the R-3, high-density zones be lowered to 2,500 square feet so that a 5,000 square foot unit could be divided. If two townhomes or row houses were allowed on 5,000 square foot lot, why would the City not allow two single-family units on a 5,000 square foot lot? Director Cronin explained that even though the recommendations are more flexible, there are still other standards that must be met. In order for Astoria to continue to provide new housing, the new housing will have to include multi-family dwellings.
- Director Cronin confirmed that Article 2 on Page 12 should state the minimum lot size for a multi-family development in the R-3 zone would be 5,000 for the first unit, plus 1,000 square feet for each additional unit.
- Lot coverages for multi-family units are different from row houses and townhouses because multi-family units are typically built on a single lot managed by a property manager, but townhouses and row houses are built on fee simple lots and each house is owned by separate individuals. Condominium owners own the unit, but not the land, and pay into the ownership of common areas. While townhouses and row houses have owners associations, the property owners own the land and the building. The recommended lot sizes allow Staff to calculate the number of units allowed on a lot and track density in each zone.

The Commissioners agreed that the recommended Code amendments were ready for a public hearing. Director Cronin asked the Commission to discuss the recommended standards for vacation rentals.

Commissioner Spence asked why vacation rentals were recommended in commercial zones only. The Commission recently reviewed an application for a bed and breakfast in a residential zone. Even though the Applicant had been cited, he continued to advertise his rental units.

Director Cronin explained that vacation rentals could be operated by someone other than the property owner. However, home stay lodgings must be managed by the property owner and the property owner must live on the property. Bed and breakfasts are required to provide a morning meal and the manager must live on the property, but the manager could be someone other than the property owner. Unfortunately, vacation rental is typically used to define all types of lodgings. The sharing economy has revolutionized this industry and third-party websites allow property owners to manage these properties with ease. He confirmed that the recent application was for a conditional use permit to allow a bed and breakfast, which the Commission denied.

- Staff is not recommending any changes for these lodgings, but Staff does not have the time to enforce the existing Codes. He suggested a safety inspection program be added to the City's Code. Anyone who operates a business from their home should have a fire extinguisher, smoke alarm, first aid kit, a tsunami map, and basic emergency information. The City could charge a small fee for Staff time to conduct a quick inspection.
- Astoria has about 45 postings on the third-party websites and Staff will confirm that each property complies with the laws. However, there are property owners who are not using those websites. He confirmed that home stay lodgings have to pay hotel taxes, but property owners who are renting out their entire home for three days are in violation. Unless Staff receives complaints, the City cannot enforce current Codes. Every jurisdiction is dealing with enforcement issues.
- When Staff receives evidence that a property owner is in violation, Staff sends a letter. If the property owner does not comply, a second notice is sent. If the property owner still does not comply, they must appear before a judge in municipal court, who can issue fines. If the owner does not pay the fines, the City can take other measures.

President Pearson confirmed Commissioners had no further comments for Staff.

PUBLIC COMMENT:

Unidentified Speaker said he was number 49 on the lodging list. He believed the property owners were being unjust by failing to pay for lodging permits. There are numerous lodgings that are illegal and do not pay taxes. The City of Eugene has spent a fortune on their track and field complex, which was funded by lodging taxes.

Cannon Beach and the surrounding areas are making a lot of money. But Astoria has strict regulations and very limited parking. He has a lodging permit; however, it is impossible to tell if he is hosting family or renting to a vacationer. He has had neighbors complain when his brother visits from out of town. It is more difficult for the City to keep track of the lodging permits than bed and breakfasts. But it would be great if the City could encourage home stay lodgings because the tax revenue would be great for the City.

ADJOURNMENT TO REGULAR MEETING:

There being no further business, the work session was adjourned at 6:19 pm to convene the regular Astoria Planning Commission meeting.

APPROVED:

Community Development Director

DRAFT

ASTORIA TRAFFIC SAFETY ADVISORY COMMITTEE

Astoria City Hall

January 26, 2016

CALL TO ORDER:

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

Director Cronin introduced new City Planner, Nancy Ferber, noting she had been able to attend several City meetings in the six weeks she had been working at the City.

ELECTION OF OFFICERS:

This item was addressed immediately following Item 3: Roll Call.

In accordance with Sections 1.110 and 1.115 of the Astoria Development Code, the Traffic Safety Committee needs to elect officers for 2016. The 2015 officers were President Dave Pearson, Vice President McLaren Innes, and Secretary Sherri Williams.

Vice President Innes moved that the Traffic Safety Committee re-elect David Pearson as President for 2016, seconded by Commissioner Fitzpatrick. Motion passed unanimously.

President Pearson moved that the Traffic Safety Committee elect Kent Easom as Vice President for 2016, seconded by Vice President Innes. Motion passed unanimously.

President Pearson moved that the Traffic Safety Committee re-elect Sherri Williams as Secretary for 2016, seconded by Vice President Innes. Motion passed unanimously.

ROLL CALL:

Commissioners Present: President David Pearson, Vice President Kent Easom, McLaren Innes, Sean Fitzpatrick, Daryl Moore, and Frank Spence

Commissioners Excused: Jan Mitchell

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

APPROVAL OF MINUTES:

Commissioner Innes moved that the Traffic Safety Committee approve the minutes of October 27, 2015 as presented, seconded by Vice President Easom. Motion passed unanimously.

REPORT OF OFFICERS:

Item 5(a): Project Updates – Kevin Cronin

Director Cronin updated the TSC on several projects, as follows:

- Right Turns Permitted Without Stopping Traffic Study: In December 2015, City Council decided to move forward with the striping reconfiguration at 8th and Irving. No other recommendations in the study would be implemented or readdressed unless the City heard from citizens that issues still exist at the intersections in the study. Staff plans to complete the striping work over the summer.
- Bridge at Irving Avenue and 19th Street: A ribbon cutting ceremony was held in November 2015 and punch list items are being completed.
- Waterfront Bridges Replacement (Bridge Ends) Project: The City received a grant to replace the rights-of-way that end at the river from 6th Street to 11th Street. A consultant has assessed the structural supports under the bridges.

Cindy Moore is the project manager on this project and the full design engineering phase will begin in 2016. Construction is expected to begin in the fall of 2017.

- Hanover Sidewalks Project: Astoria received a grant from Oregon Department of Transportation (ODOT) to build sidewalks near the high school. The design consultant selection process will begin in February or March. This project was identified in the Transportation System Plan (TSP).
- 23rd Street and Franklin Avenue Access Management Project: The old gas station at this intersection will be demolished and the street will be reconfigured to eliminate the hard right turn by the urgent care center. Columbia Memorial Hospital (CMH) will administer the construction contract and demolition will begin in the summer.
- Pedestrian Safety Enhancements Program: Astoria has an Intergovernmental Agreement (IGA) with ODOT to upgrade the pedestrian signals on 33rd Street at Safeway. Public Works continues to help the Police Department secure funding for a portable speed reader. Upgrades to the downtown traffic signals will cost \$450,000 and work on that project should begin in 2016.

Commissioner Moore said when it is raining and dark, it is not possible to see pedestrians crossing the street when turning left from 33rd Street. Many drivers are not diligent about this and he was happy to learn there would be lighting at that location.

Sergeant Aydt stated Staff was still exploring speed board grant opportunities, but opted not to apply for an ODOT grant because the requirements made the project too cumbersome.

PUBLIC COMMENTS:

Pam Myers, 218 Franklin Avenue, Astoria, said when she permanently moves to Astoria, she would love to do something about Franklin Avenue. The street goes uphill with a sharp left turn and many kids skateboard down the hill. Cars must slam on their brakes and honk their horns. She believed a "no skateboarding" sign on the telephone pole would help prevent someone from being killed.

Vice President Easom said a no parking zone has been added to the south side of Franklin Ave near 8th Street to improve traffic conditions at the intersection. However, the resident who lives on the northwest corner of the intersection parks close to the corner. The corner gets tight when one car passes through the intersection while another is turning right on to Franklin. He suggested the no parking zone on Franklin be extended. He did not know if any accidents had occurred, but he has seen some close calls as conditions at that intersection have worsened over the last several years.

Commissioner Fitzpatrick was concerned about the southwest corner of 8th Street and Grand. A very large motor home has been parked in that location for a long time and the hedge facing 8th Street has grown very close to Grand and extends over the sidewalk. One must get out into traffic quite far to see around the house, hedge, and RV. He asked if anything could be done about this situation. He was also concerned about a bush at the corner of 10th and Marine that looks like a person trying to cross the street. The bush might slow some drivers down, but it is also a distraction. The bush does not add any aesthetics to the intersection and he asked if something could be done about it.

Director Cronin said he would speak to the owners of the property at 8th and Grand about trimming the hedge, but he was not familiar with the bush at 10th and Marine Ave. He noted the RV is only allowed to be parked on the property for 24 hours. Sergeant Aydt added the Police Department generally only enforces the 24-hour limit if a complaint has been made. Director Cronin confirmed the bulb outs between Farmer's Insurance and the Maritime Museum was an ODOT right-of-way and he believed the Astoria Downtown Historic District Association (ADHDA) maintained the vegetation. He said he would email Alana Garner to see if she had any information.

ADJOURNMENT:

There being no further business, the meeting was adjourned to convene the Planning Commission meeting at 6:46 pm.

APPROVED:

Director



April 12, 2016

TO: ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ACCEPTANCE OF CERTIFIED LOCAL GOVERNMENT GRANT FOR PASS-THROUGH FAÇADE GRANT

BACKGROUND

On March 7, 2016 the City Council authorized submittal of a \$12,000 grant application to the Certified Local Government (CLG) program of the State Historic Preservation Office (SHPO). The request included funds to provide a pass-through façade grant to residential and commercial property owners who would like to restore portions of their properties that have been modified over the years. The City was recently notified that the application was approved for \$12,000.

Emphasis for this pass-through façade grant would be placed on restoration work on the primary facade of a building, particularly on windows, storefronts, and entryways. These are the architectural elements that have typically been modified the most. Individual grants would be processed by staff and reviewed by the Historic Landmarks Commission, if necessary. It is suggested that grants be limited to a maximum of \$3,000 and the grant would be matched by the property owner. For example, if an owner wanted to replace non-original aluminum windows on the front of the structure with wood or steel windows, and the cost to purchase and install the windows was \$4,200, the Facade Restoration Grant would provide \$2,100 toward the work. The grant would be a reimbursement only, and work done before the grant application would not be eligible.

In addition, staff proposed the CLG grant application include \$1,000 in architectural assistance funds for historic buildings. The architectural assistance funds would be used to hire an architect or historic building designer to assist property owners in rehabilitating the exteriors of their buildings. Over the years, the City has retained John Goodenberger as a temporary employee to serve in this capacity. The City has provided this service each year under the CLG Grant program. The grant funds of \$1,000 will provide approximately 20 hours of design time to property owners.

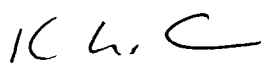
A 1:1 match from the City is required. The match will be met by current staffing and existing budget items on the above-mentioned projects, Historic Landmarks Commission staff reports, and other general planning activities which are preservation related. Volunteer hours associated with the CLG funded project as well as Historic Landmarks Commissioner time

can also be applied to meet the match. The grant and matching amounts are included in the 2016-2017 Community Development Department budget. The attached grant agreement has been reviewed and approved by City Attorney Henningsgaard.

RECOMMENDATION

It is recommended that the City Council accept the CLG grant in the amount of \$12,000 and authorize the Mayor to sign the grant agreement.

By: 
Nancy Ferber, Planner

Through: 
Kevin Cronin,
Community Development Director

Grant Agreement
2016 Certified Local Government Grant (OR-16-02)

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

City of Astoria
1095 Duane Street
Astoria, OR 97103

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

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed on 8/31/2017
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of \$12,000 for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
Attachment A: Scope of Work
Attachment B: Standard Terms and Conditions
5. **SIGNATURES:**

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

GRANTEE:

Signature, Authorized Representative:

Arline LaMear

Mayor

Date

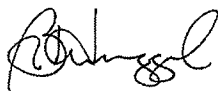
STATE:

Christine Curran, Manager

OPRD Heritage Programs

Date

Approved as to Form:



City Attorney

Digitally signed by
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3867754144546f59324e744d354e773d3d
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cn=com.apple.idms.appleid.prd.49317566476
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Date: 2016.04.04 10:50:03 -08'00'

Attachment A -- Scope of Work

2016 Certified Local Government Grant (OR-16-02)

Grantee: City of Astoria

Grant Amount: \$12,000 **Match Amount:** \$12,000 **Estimated Overmatch:** \$2,960

Project Summary: Offer a pass-through grant for development on properties contributing to the Astoria Downtown Historic District. Offer a historic preservation awards program in May 2016 & 2017. Provide design assistance to help people in the design & review process. Review and compliance. Grant administration.

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

PROPOSED BUDGET

1. Administration		
Staff time	\$1,217	
	Total	\$1,217
2. Development - CLG		
Staff time	\$459	
Contractor	\$11,000	
	Total	\$11,459
3. Planning, Review and Compliance		
Volunteer time	\$2,195	
Travel	\$150	
Staff time	\$3,379	
Materials & Equipment	\$3,633	
Contractor/Consultant	\$1,000	
	Total	\$10,357
4. Public Education		
Staff time	\$327	
Materials & Equipment	\$640	
	Total	\$967
	Total Project Budget	\$24,000

WORK DESCRIPTION

1. Administration \$1,217

Products:

Grant documentation, staff and volunteer hours tracking, reports and reimbursements. Staff time for specific projects will be tracked with those projects.

Standards and Provisions:

Project Standards:

· Allowable costs and services must be related to the administration of this grant: application/contract processing, project oversight, reimbursement requests, etc.

2. Development - CLG

\$11,459

Products:

Pass through grant for exterior projects.

- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are preferred. If the images are not digital, then prints must be professionally printed.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and SHPO and National Park Service grant support. "This project is being funded in part by a matching grant from the Oregon State Historic Preservation Office."
- Pass through grants to property owners require a signed preservation agreement.

Standards and Provisions:

Project Standards:

- Properties must be on the National Register of Historic Places or contributing to a National Register district to qualify for rehabilitation project funding.
- Prior to starting the rehabilitation project, the grant recipient must submit a work plan for the project to the SHPO and receive written approval of that work plan. This should include current photos, historic photos and basic drawings, plus a description of materials and methods to be used.
- The approved work plan should be used for requesting bids from contractors. Approved procedures for selecting a contractor must be followed, including obtaining at least three bids if the work is over \$10,000. The grant recipient must submit to the Heritage Programs copies of all contracts with contractors for completing the work described in the work plan.
- The work plan and the actual work must conform to the Secretary of the Interior's "Standards for Rehabilitation" (1990 revised version). Work that does not meet these standards is ineligible for reimbursement.
- Pass through grants to property owners require a signed preservation agreement.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and SHPO and National Park Service grant support. "This project is being funded in part by a matching grant from the Oregon State Historic Preservation Office and the National Park Service."

3. Planning, Review and Compliance \$10,357

Products:

Provide design assistance to help people in the design & review process.

- submit electronic photos of the property and electronic copy of the design
- Project consultation and review, monthly Commission meeting work.

Standards and Provisions:

Project Standards:

- Eligible costs and activities include those related to local "design review" as well as to participation with the SHPO in state or federal compliance activities for properties within the local government's boundaries.
- Activities and products must be consistent with local, state, and federal preservation standards and guidelines, including the National Register bulletin "How to Apply the National Register Criteria for Evaluation" and the Secretary of the Interior's "Standards for Rehabilitation".
- The grantee must maintain records of cases it reviews and the decisions it make.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, D.C. 20240."

"The activity that is the subject of this [type of publication] has been financed [in part/entirely] with Federal funds from the National Park Service, U.S. Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior."

4. Public Education

\$967

Products:

Offer a historic preservation awards program in May 2016 & 2017.

- Summary of event topics, number of participants, electronic copies of outreach efforts (press releases, flyers, etc.)

Standards and Provisions:

Project Standards:

- Prior to starting the public education project, the grant recipient must receive written approval from Oregon Heritage on the final work plan and final draft of publications prior to printing and distribution.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- Prior to publication, a draft of all products, newsletters, brochures, etc. must be submitted to and approved by Oregon Heritage.
- Information in all interpretive materials must be authentic and documented.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1849 C Street, NW, Washington, D.C. 20240."

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- Pictures of exhibits, programs and events are required for reimbursement. Digital images of 300dpi or higher are preferred. If the images are not digital, then prints must be professionally printed.

ATTACHMENT B
Information required by 2 CFR § 200.331(a)(1)*

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): City of Astoria
2. Subrecipient's DUNS number: 006156467
3. Federal Award:
4. Federal Award Date:
5. Sub-award Period of Performance Start and End Date: From to 8/31/2017
6. Total Amount of Federal Funds Obligated by the Agreement: \$12,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$12,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$12,000
9. Federal Award Project Description:
Offer a pass-through grant for development on properties contributing to the Astoria Downtown Historic District. Offer a historic preservation awards program in May 2016 & 2017. Provide design assistance to help people in the design & review process. Review and compliance. Grant administration.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: National Park Service
 - (b) Name of pass-through entity: State Parks and Recreation, Oregon
 - (c) Contact information for awarding official of pass-through entity:
*Christine Curran, Deputy State Historic Preservation Officer
State Historic Preservation Office
Oregon Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, Oregon 97301*
11. CFDA Number and Name: 15-904 Historic Preservation Fund Grants in Aid
Amount: \$12,000
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0%

*For the purposes of this Exhibit, the term "Subrecipient" refers to the Grantee, and the term "pass-through entity" refers to State Parks and Recreation, Oregon.

Attachment C
Standard Terms and Conditions – Historic Preservation Fund Grants

1. **Authority:** ORS 358.590 (3) authorizes the Oregon Parks and Recreation Department to award grants for heritage projects throughout Oregon.
2. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grantee shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
5. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
6. **Reporting:** Grantee shall submit written progress reports and a final report as described in the grants manual and on forms provided by State.
7. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. Advance payments may be provided under hardship conditions. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
8. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the CLG Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, location worked at and rate used for match to be eligible.
9. **Records Administration:** Grantee shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Grantee for costs authorized by this contract. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Grantee agrees to allow Federal and State auditors, and Federal and State Agency Staff, access to all the records related to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
10. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
11. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

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

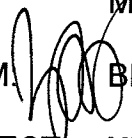
12. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
13. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
14. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
15. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
16. **Super Circular Requirements.** Grantee will comply with 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
 - a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: April 5, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **HERITAGE SQUARE SITE CLEANUP – ACCEPT BUSINESS OREGON GRANT**

DISCUSSION/ANALYSIS

The City of Astoria was awarded a United States Environmental Protection Agency (EPA) multi-purpose brownfield pilot grant in 2012 for assessment and cleanup of the Heritage Square site. The 1.37-acre site is located in a primarily commercial area of downtown Astoria. The site occupies an entire City block with the exception of a 0.11-acre portion in the southwest quarter of the block which is owned and occupied by the American Legion.

At the September 8th City Council meeting, staff and the project consultant AMEC Foster Wheeler (AMEC) provided a project update and requested approval to place fill at a local City owned quarry site. Council was also notified that staff would be bringing a request to the Astoria Development Commission to allocate \$40,000 from the Astor East Urban Renewal District (AEURD) for use as a match for the \$400,000 EPA grant.

At the December 7th Astoria Development Commission (ADC) meeting the ADC approved \$109,842 in additional funds from the AEURD needed to complete the cleanup. At that time the additional cleanup costs were identified as a result of a revised contractor bid which incorporated changes made by DEQ and the Environmental consultant (AMEC) as they navigated through the approval process. The original cleanup estimates were obtained prior to the final approvals per standard EPA Grant procedures.

At the February 4th, 2016 Special City Council meeting the Council approved a contract amendment in the amount of \$46,909.23 for AMEC for additional cleanup work identified once cleanup had started. At that meeting, Council was told that we anticipate receipt of grant funds from Business Oregon in the amount of \$82,000 by the end of March which will cover the requested change order and provide for installation of a groundwater monitoring well at a later date.

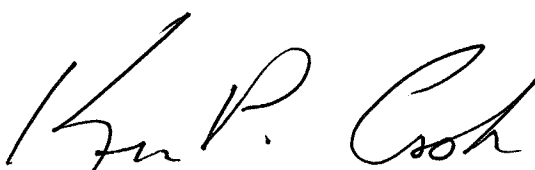
The City has now been awarded the grant from Business Oregon in the amount of \$82,000 and now needs to accept the grant and sign the attached agreement. The grant agreement requires the Mayor's signature.


A request to City Council for a contract amendment to AMEC's contract for the groundwater monitoring well along with resolutions recognizing resources and additional appropriations associated with the grant are anticipated to come before Council and the ADC in May. The resolution will recognize the resource (grant funds) and increased appropriations.

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

RECOMMENDATION

It is recommended that the Astoria City Council accept the Business Oregon Development Department Brownfield Redevelopment Fund Grant in the amount of \$82,000.

Submitted By 
Ken Cook, Public Works Director

Prepared By JEFF HARRINGTON 
Jeff Harrington, City Engineer

OREGON BUSINESS DEVELOPMENT DEPARTMENT
BROWNFIELDS REDEVELOPMENT FUND
GRANT CONTRACT

Project Name: Astoria Heritage Square Cleanup Project

Project Number: N16008

This financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and the City of Astoria ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$632,000.

"Grant Amount" means \$82,000.

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

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

SECTION 2 - GRANT AWARD

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

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) The Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.
 - (6) The Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures meet all programmatic eligibility requirements, including, but not limited to, the nature of the activity, when the activity took place, and cost.
 - (7) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Grant only for the activities described in Exhibit B and according to the budget in Exhibit C. The Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant moneys to retire any debt.
- B. Costs of the Project. The Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) The Recipient is a municipality, validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
 - (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
 - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract for the financing and undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

(1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.

(2) State labor standards and wage rates found in ORS chapter 279C.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.

D. The Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.

E. Notifications. The Recipient shall reasonably acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

F. Project Completion Obligations. The Recipient shall:

(1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.

(2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.

G. Financial Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

H. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require.

I. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Grant for a minimum of three years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.

- J. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Minority, Women & Emerging Small Business. ORS 200.090 requires all public agencies to "aggressively pursue a policy of providing opportunities for available contracts to emerging small businesses..." The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045. Additional resources are provided by the Governor's Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- L. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- M. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys' fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under the Contract.
 - (2) Barring Recipient from applying for future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

- D. Notices. All notices to be given under this Contract must be in writing and addressed as shown below, or to other addresses that either party may hereafter indicate pursuant to this section. Notices may only be delivered by personal delivery or mailed, postage prepaid. Any such notice is effective five calendar days after mailing, or upon actual delivery if personally delivered.

If to OBDD: Assistant Director for Infrastructure Finance Authority
Oregon Business Development Department
775 Summer Street NE Suite 200
Salem OR 97301-1280

If to Recipient: City Engineer
City of Astoria
1095 DUANE ST
Astoria OR 97103-4524

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through the
Oregon Business Development Department



CITY OF ASTORIA

By: _____
Chris Cummings, Assistant Director

By: _____
The Honorable Arline LaMear
Mayor of Astoria

Date: _____

By: _____
Brett Estes, City Manager

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

Exhibit A: General Definitions
Exhibit B: Project Description
Exhibit C: Project Budget

Approved as to form:

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Attorney

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285A.185 through 285A.188, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 4 March 2016.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Grant under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Default" means an event which, with notice or lapse of time or both, would become an Event of Default.

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will complete:

- (1) Excavation, removal and disposal of contaminated soil from the Property located at 1153 Duane Street, Astoria, Oregon to a permitted Subtitle D landfill;
- (2) Installation of a groundwater monitoring well and completion of groundwater sampling.

Documentation detailing the cleanup activities and groundwater sampling will be submitted to the Oregon Department of Environmental Quality for review and approval.

Exhibit C: Project Budget

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Remedial Action: Excavation / Disposal of Contaminated Soils	\$32,000	\$550,000
Installation of Groundwater Monitoring Well and Groundwater Monitoring	25,000	
DEQ Regulatory Oversight	25,000	
Total	\$82,000	\$550,000




CITY OF ASTORIA
Founded 1811 • Incorporated 1856

Date: April 5, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: **AUTHORIZE SOLID WASTE ENGINEERING CONSULTANT SERVICES –
FORMER ASTORIA LANDFILL**

DISCUSSION/ANALYSIS

After many years of working diligently on accomplishing the closure of the old City Landfill, the landfill is now officially closed. The Oregon Department of Environmental Quality (DEQ) issued a closure permit to the City on December 10, 2015. The permit outlines post-closure tasks that must be completed by various deadlines. Staff has asked our solid waste consultant, Maul Foster & Alongi, Inc. (MFA), to provide a scope of work to assist us with the work required up to June 30, 2016 (the current fiscal year).

The following is an outline of the tasks included in the scope of work:

Task 1 - Environmental Monitoring Plan (\$5,560.00) - MFA has worked with the City in making the draft Environmental Monitoring Plan (EMP) consistent with the DEQ Solid Waste Closure Permit Requirements. This task reflects the effort that is required to incorporate the landfill gas monitoring manual and issue the final EMP document to DEQ for review. This task does not include future effort that may be required to address DEQ comments.

Task 2 - Baseline Environmental Assessment Report (\$11,005.00) - DEQ's Solid Waste Closure Permit Number 118 for Astoria Landfill indicates that a baseline environmental assessment report is needed in order to establish permit-specific concentration limits (PSCLs) as they pertain to allowable concentrations of contaminants in groundwater at the site. The objective of this report is to establish regulatory compliance concentration limits for pollutants of concern at the facility's compliance boundary. The report will employ the use of statistical analysis of existing site-specific data to calculate and establish PSCLs. The report will also describe current site conditions, summarize data, and recommend an approach to short-term and long-term monitoring at the site.

Task 3 - On Call Consultation (\$2,950.00) - MFA will provide continued landfill consultation (engineering and environmental science) to the City, as requested.

The work in the amount of \$19,515.00 will be funded through the Landfill Reserve Fund which was established to support closure activities.

The attached contract has been reviewed and approved by the City Attorney Blair Henningsgaard.

RECOMMENDATION

It is recommended that City Council execute a contract with Maul Foster Alongi for a total not-to-exceed amount of \$19,515.00 for solid waste engineering services for the Landfill Closure Project.

Submitted By



Ken Cook, Public Works Director

Prepared By

JEFF HARRINGTON



Jeff Harrington, City Engineer

<p style="text-align: center;">CITY OF ASTORIA CONTRACT FOR PERSONAL SERVICES</p>

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2016 by and between the City of Astoria, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Maul Foster & Alongi, Inc. (MFA), 400 East Mill Plain Blvd., Suite 400, Vancouver, WA 98660 hereinafter called "CONSULTANT", duly authorized to perform such services in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES

A. CONSULTANT shall perform professional services, as outlined in the Attachment A, to the City of Astoria pertaining to the Post Closure of the Astoria Landfill.

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

C. The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and the orderly progress of work. All work shall be completed no later than June 30, 2016.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not to exceed \$19,515.00 for performance of those services provided herein;

B. The CONSULTANT will submit monthly billings for payment which will be based upon the percentage of work completed in each of the categories listed in the scope of work. Said progress billings shall be payable within 30 days of receipt by City.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT'S employer identification number, as designated by the Internal Revenue Service, or CONSULTANT'S Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jeff Harrington, City Engineer, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 338-5173.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT'S authorized representative will be Erik Bakkom, PE Senior Engineer, Maul Foster & Alongi Incorporated.

6. CITY'S OBLIGATIONS

In order to facilitate the work of the CONSULTANT as above outlined, the CITY shall furnish to the CONSULTANT access to all relevant maps, aerial photographs, reports and site information which is in the City's possession concerning the project area. In addition, the CITY shall act as liaison for the CONSULTANT, assisting the CONSULTANT with making contacts and facilitating meetings, as necessary.

7. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT'S services shall be provided under the general supervision of City's project director or his designee, but CONSULTANT shall be an independent consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

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

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

8. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein and fails to cure such breach within 10 days after receiving notice thereof, or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

9. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

10. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

11. NONWAIVER

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

12. ATTORNEY'S FEES

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

13. APPLICABLE LAW

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

14. CONFLICT BETWEEN TERMS

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

15. INDEMNIFICATION

With regard to Comprehensive General Liability, CONSULTANT agrees to indemnify and hold harmless the City of Astoria, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, consultant, or others resulting from or arising out of CONSULTANT'S negligent acts, errors or omissions in services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Astoria this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

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

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

16. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'S cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance, written on an occurrence basis, in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include consultants, subconsultants and anyone directly or indirectly employed by either.

B. Automobile Liability. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'S expense and keep in effect during the term of the resulting contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits).

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

D. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance. The CONSULTANT shall keep such policy in force and current during the term of this contract.

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

17. CITY'S BUSINESS LICENSE

Prior to beginning work, the CONSULTANT shall have a current City of Astoria business license (occupational tax). Before permitting a sub-consultant to begin work, CONSULTANT shall verify that sub-consultant has a current City of Astoria business license.

18. WORKMEN'S COMPENSATION

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

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

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any subconsultants incurred in the performance of the contract.

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

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

20. NONDISCRIMINATION

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age,

disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

21. PAYMENT OF MEDICAL CARE

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

22. OVERTIME

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

23. USE OF ENGINEER'S DRAWINGS AND OTHER DOCUMENTS

The CITY retains all drawings and other documents prepared by the CONSULTANT for the project after payment to CONSULTANT.

CONSULTANT will not be held liable for reuse of documents or modifications thereof for any purpose other than those authorized under this Agreement.

24. STANDARD OF CARE

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

25. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

26. ASSIGNMENT

This contract is personal to Consultant and may not be assigned or any work subcontracted without consent from the CITY.

27. SEVERABILITY AND SURVIVAL

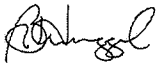
If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

28. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

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

Approved as to form:



Attorney

Digitally signed by
com.apple.adms.appleid.prd.49317566476d4e3
067754144546959324674463546773d3d
[DN:
c=com.apple.adms.appleid.prd.49317566476d
433807754144546959324674463546773d3d
Date: 2016.04.05 14:28:19 -05'00']

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

BY: _____
Mayor Date

BY: _____
City Manager Date

BY: _____
Consultant Date

ATTACHMENT A

MFA WORK ORDER AUTHORIZATION

Between Maul Foster & Alongi, Inc. (MFA) and City of Astoria (Client).

The work is authorized under a City of Astoria Contract for Personal Services, dated _____, 2016.

MFA Project Number: 0097.02.06

Work Order Number: 01

Project Name: City of Astoria Landfill – Post Closure Assistance 2015-2016

Project Location: 1790 Williamsport Road, Astoria, Oregon

SCOPE OF WORK

Task 1, Environmental Monitoring Report. MFA has worked with the City in making the draft Environmental Monitoring Plan (EMP) consistent with the DEQ Solid Waste Closure Permit Requirements. This task reflects the effort that is required to incorporate the landfill gas monitoring manual and issue the final EMP document to DEQ for review. This task does not include future effort that may be required to address DEQ comments.

Task 2, Baseline Environmental Assessment Report. DEQ's Solid Waste Closure Permit Number 118 for Astoria Landfill indicates that a baseline environmental assessment report is needed in order to establish permit-specific concentration limits (PSCLs) as they pertain to allowable concentrations of contaminants in groundwater at the site. The objective of this report is to establish regulatory compliance concentration limits for pollutants of concern at the facility's compliance boundary. The report will employ the use of statistical analysis of existing site-specific data to calculate and establish PSCLs. The report will also describe current site conditions, summarize data, and recommend an approach to short-term and long-term monitoring at the site.

Task 3, On Call Consultation. MFA will provide continued landfill consultation (engineering and environmental science) to the City, as requested.

SCHEDULE OF WORK

MFA will begin work within 7 days of receiving authorization to proceed. Estimated time for completion is June 30, 2016.

ESTIMATED COST OF WORK

The estimated cost to complete the scope of work is \$19,515, see attached. This amount will not be exceeded without City approval. This cost estimate does not represent a lump sum. MFA bills on a time and materials basis. MFA may apply money from one task to another to complete the scope of work.



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 8, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: PUBLIC SAFETY RADIO UPGRADES

DISCUSSION/ANALYSIS

The Public Safety communications network is comprised of multiple radios located at eight individual sites. These sites serve all the public safety agencies in Clatsop County. Having our communications deficiencies exposed in the 2007 windstorm, the City of Astoria began to build out a robust, redundant, and capable communications network. This network was designed to allow us a path towards simulcasting. Simulcasting allows the Dispatch Center to broadcast radio transmission from several sites simultaneously. The current system configuration requires the Dispatcher and field units to have knowledge of individual radio site locations, terrain, and police or fire unit locations. A Dispatcher must select the repeater for the correct area and broadcasts radio traffic. If they use the wrong repeater or the unit they are trying to reach has moved to another geographic location, the repeater may not reach the unit in the field. This “geographic” approach also prohibits others from hearing potentially priority traffic.

A simulcast system allows the disparate repeaters to act as one allowing for maximum coverage throughout the county. The Deputy in Westport would be able to hear Dispatch give out a call for service to an Officer in the Seaside area. This would enhance our first responder’s situational awareness and increase officer safety.

The current system was designed to enable us to use simulcast when we had the upgraded equipment purchased and deployed. That time has arrived.

In conjunction with the Clatsop County Sheriff’s Office staff would like to purchase two Motorola GTR 8000 base radios with associated software making simulcasting possible. We currently have one GTR 8000 in service. The addition of two more units would allow us to cover the majority of the County utilizing sites at Wickiup, Megler, and Tillamook Head.

These base radios with associated equipment are Western States Contracting Alliance (WSCA) contract priced at \$10,640 each. The Emergency Communications Fund has \$12,000 available towards this purchase with the Sheriff's Office contributing the balance of \$9,280. The Fiscal Year 2015-16 Emergency Communications Budget currently has an approved line item to purchase a GTR radio. The estimated amount at the time of budgeting was \$12,000. In order to make this an operational system this year, the Sheriff's Office has agreed to contribute the necessary funds to purchase a second radio.

The ability to simulcast has been one of our long term communications infrastructure goals and with the financial partnership of the Sheriff's Office we can make this a reality. The second part of this "simulcast" goal is to add another channel capable of simulcasting to the Fire/EMS providers in the next few years. Once completed, emergency responders would have two county-wide simulcast channels for use by the various disciplines.

RECOMMENDATION

It is recommended that Council approve the purchase of two GTR 8000 base radios by Astoria 9-1-1 totaling \$21,280 with the Sheriff's Office reimbursing the Emergency Communications Fund \$9,280.



Jeff Rusiecki
Emergency Communications Manager




CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 8, 2016

MEMORANDUM

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

Discussion & Analysis

A liquor license application has been filed by James Defeo for Carruthers Kitchen Inc doing business as Carruthers. This application is a New Outlet for a Full On-Premises Sales Commercial Establishment License which allows the following:

- May sell and serve distilled spirits, malt beverages, wine, and cider for consumption on the licensed premises (this is the license most "full-service" restaurants obtain)
- May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises
- Eligible to apply to get pre-approved to cater some events off of the licensed premises (events that are small, usually closed to the general public, and where food service is the primary activity)
- Eligible to apply for a "special event" license

The site is located at 1198 Commercial Street, Astoria, formerly Clemente's Restaurant. The application will be considered at the April 18, 2016 meeting. A copy of the application is attached.

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

Recommendation

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

Respectfully submitted,



Susan Brooks
Director of Finance & Administrative Services



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

Application is being made for:

LICENSE TYPES

- ☒ Full On-Premises Sales (\$402.60/yr)
☐ Commercial Establishment
☐ Caterer
☐ Passenger Carrier
☐ Other Public Location
☐ Private Club
☐ Limited On-Premises Sales (\$202.60/yr)
☐ Off-Premises Sales (\$100/yr)
☐ with Fuel Pumps
☐ Brewery Public House (\$252.60)
☐ Winery (\$250/yr)
☐ Other: _____

ACTIONS

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

90-DAY AUTHORITY

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

APPLYING AS:

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

CITY AND COUNTY USE ONLY

Date application received: 3-15-16

The City Council or County Commission:

City of Astoria
(name of city or county)

recommends that this license be:

☐ Granted ☐ Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: CA

Date: 3/15/16

90-day authority: ☐ Yes ☒ No

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

① Carrotters Kitchen Inc. ③ _____

② _____ ④ _____

2. Trade Name (dba): CARROTTERS

3. Business Location: 1198 Commercial St. Astoria/Clatsop/OR 97103
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 243 11th St. Astoria OR 97103
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-975 5305
(phone) (fax)

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

7. If yes to whom: CLEMENTES Type of License: Full-on prem

8. Former Business Name: _____

9. Will you have a manager? ☒ Yes ☐ No Name: _____
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? ASTORIA/CLATSOP
(name of city or county)

11. Contact person for this application: JAMES DEFEO 503-975-5305
(name) (phone number(s))
243 11th St Astoria 97103 219903441@yahoo.com
(address) (fax number) (e-mail address)

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

Applicant(s) Signature(s) and Date:

① [Signature] Date 3-15-16 ③ _____ Date _____

② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Carrothers Kitchen Wc Phone: 503-975 5305

Trade Name (dba): Carrothers

Business Location Address: 1198 Commercial St.

City: Astoria, OR ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	<u>4</u>	to	<u>10</u>
Wednesday	<u>4</u>	to	<u>10</u>
Thursday	<u>4</u>	to	<u>10</u>
Friday	<u>4</u>	to	<u>12</u>
Saturday	<u>4</u>	to	<u>12</u>

Outdoor Area Hours:

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

SAME

The outdoor area is used for:

☒ Food service Hours: SAME to SAME

☒ Alcohol service Hours: SAME to SAME

☐ Enclosed, how _____

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

(Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: OUT DOOR SEATING FOR SUMMER MONTHS ONLY

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

SEATING COUNT

Restaurant: 46 Outdoor: 28
Lounge: 50 Other (explain): _____
Banquet: _____ Total Seating: 124

OLCC USE ONLY

Investigator Verified Seating: (M) (N)

Investigator Initials: _____

Date: _____

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

Applicant Signature: [Signature] Date: 3.15.16

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

April 12, 2016

TO: MAYOR AND ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: SPUR 18 COMBO HARVEST 2016

DISCUSSION

A commercial forest thinning on 40 acres of City Watershed property is proposed for the summer of 2016. The Douglas-fir trees in this area are significantly infected with Swiss Needle Cast. This disease is a fungus that kills the second and third year needles causing significant growth reductions and in some trees death as the disease progresses. The disease does not affect Hemlock.

The thinning will focus on removing the Douglas-fir and improving the growing conditions for the healthy Hemlock which is one of the native species for this area. Small openings in the forest will allow for natural regeneration of Hemlock. Three small patch cuts dominated by disease-infected Douglas-fir will be prepared for replanting with Hemlock.

The upper portion of the harvest area is bordered by the B Line spur road. This is a major access road that crosses the upper portion of the Watershed. The road has deteriorated over time making it impassable by vehicles. This road will be improved to allow access by forest fire suppression vehicles if needed. Maps showing the road and proposed cut areas are attached.

The net proceeds to the Capital Improvement Fund from this thinning operation are estimated to be \$200,000.00 after harvest and reforestation costs.

RECOMMENDATION

It is recommended that Council approve the solicitation of bids for Spur 18 Combo Harvest 2016.

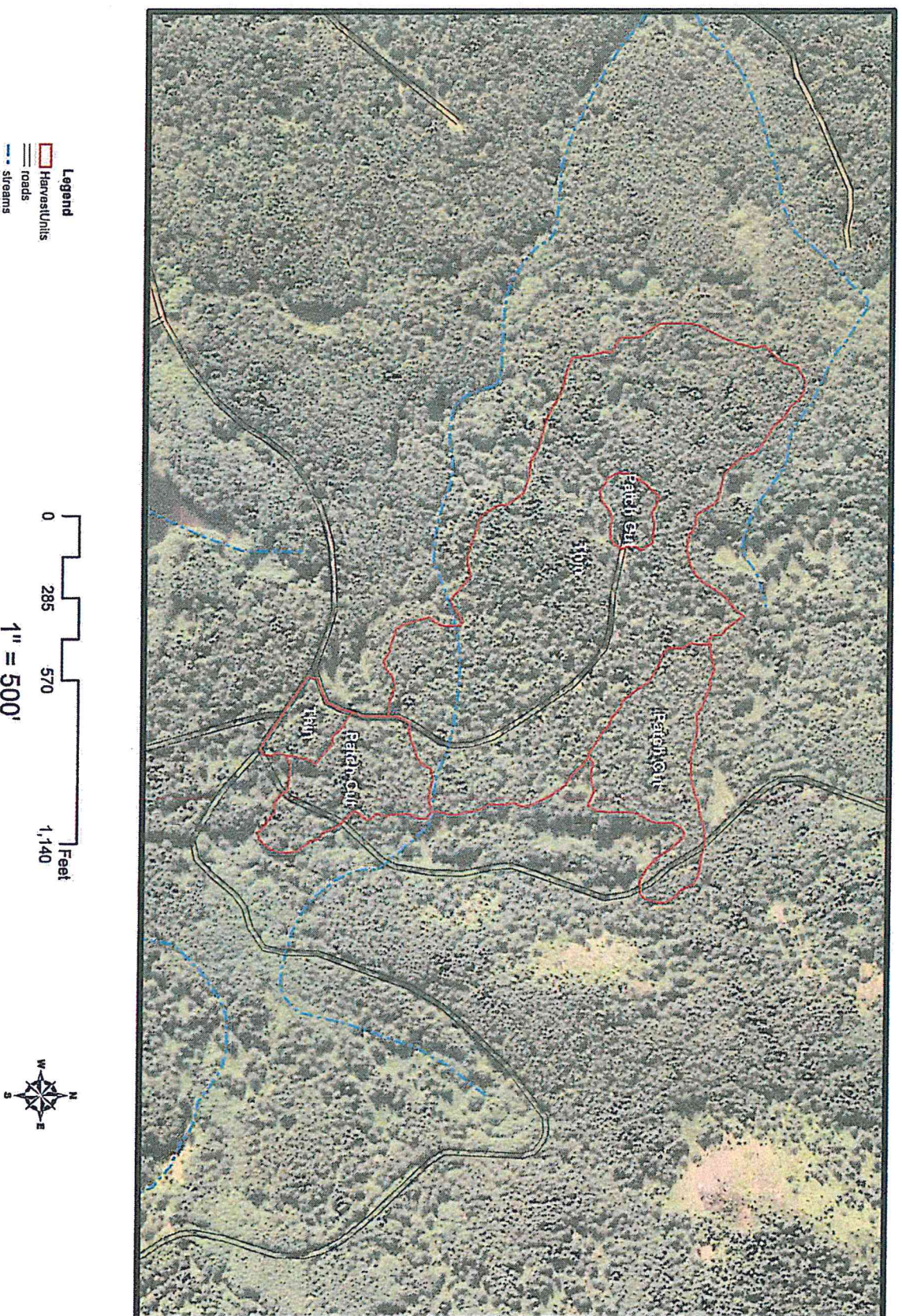
Submitted by: 

Ken P. Cook, Public Works Director

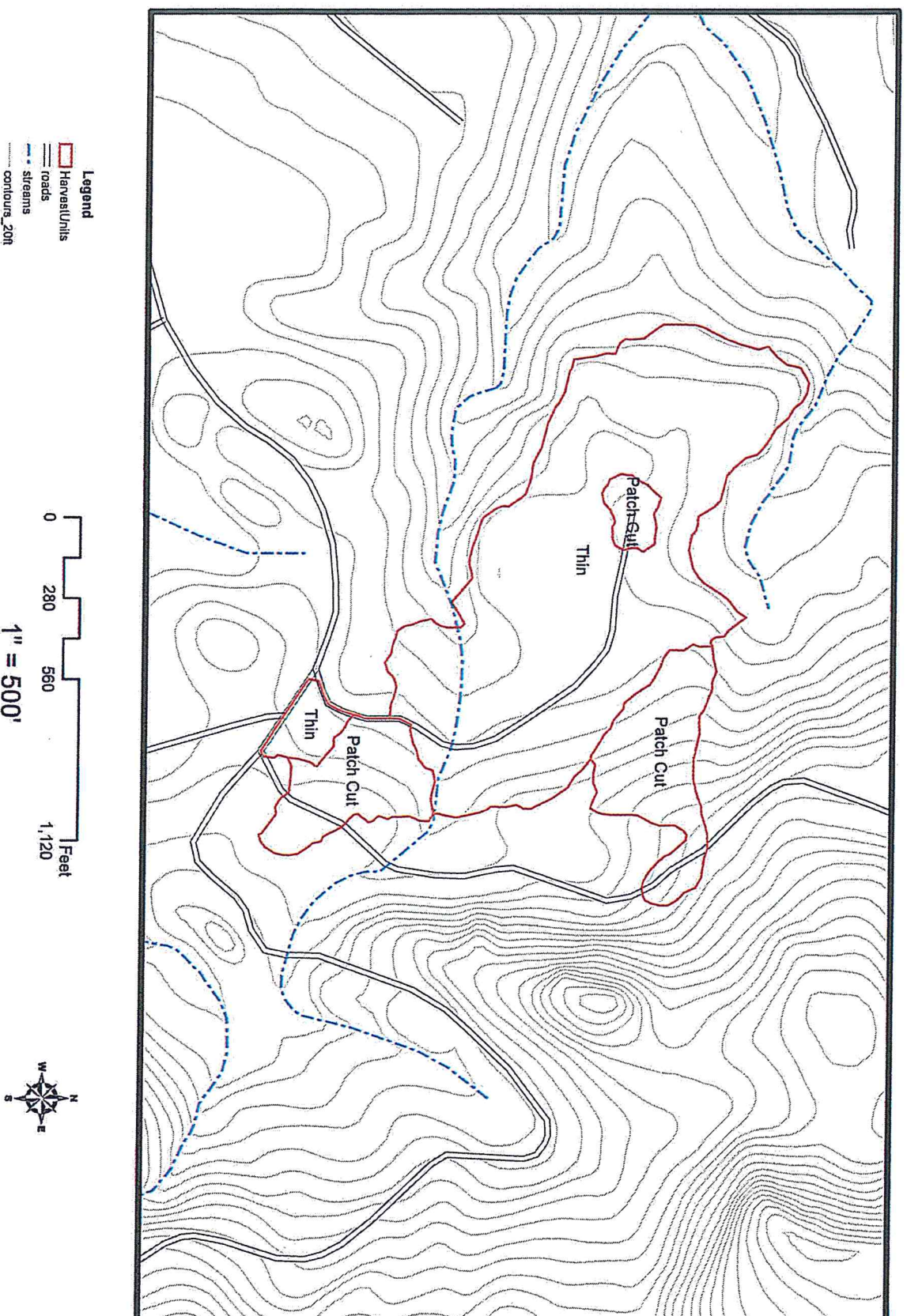
Prepared by: 

MIKE BARNES
Mike Barnes, City Forester

Spur 18 Harvest Units



Spur 18 Harvest Units






CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 6, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: REQUEST TO AWARD CONTRACT WITH AUDITORS

DISCUSSION

At the December 21, 2015 meeting Council approved issuance of a request for proposals (RFP) seeking bids for audit services for Fiscal Years 2015-16, 2016-17 and 2017-18 with two 1 year extension periods. The audit will cover the financial statements of both the City and the Urban Renewal Districts. The City received four proposals. The submittals were reviewed and evaluated by Susan Brooks, Director of Finance and Administrative Services, John Snyder, Financial Analyst and Laurie Sawrey, Cannon Beach Finance Director in accordance with the terms of the RFP. A 70% weighting for technical merits and 30% weighting for cost was applied. Based on a maximum 100 point evaluation process, the results are as follows:

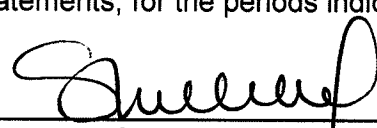
<u>Company</u>	<u>Points</u>	<u>3 Year Bid Amount</u>
Merina & Company, LLP	89 points	\$ 96,950
Kern & Thompson, LLC	75 points	115,800
Steve Tuchscherer, CPA, PC	72 points	89,850
Pauly Rogers and Co., PC	57 points	\$ 90,800

As a point of reference, the prior 3 year audit fee paid to Pauly Rogers and Co., PC was \$ 87,425.

Oregon Revised Statutes require auditors enter into a contract for their services. The contract also conforms to Oregon Revised Statutes for purchase of services. The contract incorporates the engagement letter required by the AICPA professional standards which describes the scope of the audit engagement. The engagement letter simply describes the expectations for the audit of the City's and Urban Renewal Agency financial statements. The City Attorney has reviewed and approved the contract as to form.

RECOMMENDATION

Staff is asking Council for approval of the contract for audit services of the City of Astoria and Urban Renewal Agency financial statements, for the periods indicated above.

By: 
Susan Brooks, CPA
Director of Finance & Administrative Services

CONTRACT

THIS CONTRACT, made this 18th day of April, 2016, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.555 between Merina & Company, LLP, Certified Public Accountants and Consultants, of West Linn, Oregon, ("Merina") and City of Astoria ("the City"), provides as follows:

- 1) It hereby is agreed that Merina shall conduct an audit of the accounts and fiscal affairs for the period beginning July 1, 2015, and ending June 30, 2016, and annually thereafter in accordance with the Minimum Standards of Audits of Oregon Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of the City and to determine if the City has complied substantially with appropriate legal provisions. The services to be provided are detailed in the Request for Proposals dated February 1, 2016 issued by Merina and attached hereto as Exhibit "A."
- 2) Merina agrees that the services they have contracted to perform under this contract shall be rendered by them or under their personal supervision under a firm price commitment of \$31,000 for FY 2015-2016, \$32,300 for FY 2016-2017 and \$33,560 for FY 2017-2018 and that all work will be faithfully performed with the care and diligence normally provided by a Certified Public Accountants in the performance of similar services.
- 3) Merina shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements. Specifically, Contractor shall:
 - a) Promptly pay, as due, all persons supplying labor and material for the prosecution of the work provided of in such contract. If Merina fails to pay any such claim, The City may pay the claim and charge the payment against the funds due Merina, pursuant to ORS 279B.220;
 - b) Pay any required contributions due the Industrial Accident Fund incurred in the performance of the contract;
 - c) Not permit any lien or claim to be filed or prosecuted against the City, on

account of any labor or material furnished by Merina;

d) Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167;

e) Not employ any person more than 10 hours a day, or 40 hours a week, unless permitted under ORS 279B.235, and any employee working over 40 hours per week shall be paid overtime as provided in ORS 279B.235.

f) Pay promptly, as due, any payment for medical surgical or hospital care furnished to employees of Merina, pursuant to ORS 279B.230.

g) If Contractor is a subject employer, Contractor will comply with ORS 656.017.

4) It is the policy of the City that no person shall be denied the benefits of or be subject to unlawful discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity/expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

5) It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Merina are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered City who shall instruct in writing Merina concerning such additional services, and that a signed copy of each such notification and instruction shall be delivered immediately to the Secretary of State by the Party issuing the same.

6) The audit shall be started as soon after this contract is executed as is agreeable to the Parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but no later than four months, after the close of the audit period covered by this contract. Adequate copies of such report shall be delivered to the City and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

7) It is understood and agreed that the City is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period. Should such financial statements not be prepared and presented within a reasonable period of time, it is understood that Merina shall prepare them for the City. The cost of preparing such financial statements shall be in addition to the fee for conducting the audit as set forth in paragraph 9 below.

8) It is understood and agreed that either Party may cancel this contract by giving notice in writing to the other Party at least 6 months prior to July 1st of any year.

9) In consideration of the faithful performance of the conditions, covenants and undertakings herein set forth, City of Astoria hereby agrees to pay Merina & Company, LLP, a fee not to exceed \$31,000 for FY 2015-2016 and City of Astoria hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

Merina & Company, LLP

City of Astoria

BY: _____

BY: _____



Digitally signed by
com.apple.idms.appleid.prd.49317566476d
4a3867754144546f59324e744d354e773d3d
DN:
com.apple.idms.appleid.prd.493175664
76d4a3867754144546f59324e744d354e773
d3d
Date: 2016.04.04 14:34:54 -08'00'

The City of Astoria, Oregon, (hereinafter called "City"), invites qualified independent licensed municipal Auditors (hereinafter called "Auditor") having sufficient governmental and auditing experience in performing an audit in accordance with the specifications outlined in this Request for Proposal (RFP) to submit a proposal. There is no express or implied obligation for the City to reimburse Auditor for any expenses incurred in preparing proposals in response to this request.

I. TYPE OF AUDIT

The audit will encompass a financial and compliance examination of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprises the entity's basic financial statements of the City of Astoria and the City of Astoria Urban Renewal Agency. The financial compliance audit will cover federal, state, and local funding sources in accordance with all of the following:

- Generally Accepted Auditing Standards;
- Government Auditing Standards;
- The Single Audit Act of 1984 and the Single Audit Act Amendments of 1996;
- The provisions of OMB Circular A-133: Audits of State, Local Governments, and Non Profit Organizations;
- The State Single Audit Implementation Act; and
- Applicable laws and regulations.

II. AUDIT SERVICE PERIOD

The City intends to continue the relationship with the selected Auditor for a three (3) year term, with two (2) operational one-year renewals. The total contract term is not to exceed a maximum of five (5) fiscal years. The bid must state a firm price for each of the first three years.

- July 1, 2015 through June 30, 2016 (Fiscal Year 2015-16)
- July 1, 2016 through June 30, 2017 (Fiscal Year 2016-17)
- July 1, 2017 through June 30, 2018 (Fiscal Year 2017-18)

Each year, the Auditor will forward to City for signature a services contract, approved by the City that documents the terms of the audit. Since the City cannot appropriate future resources, the remaining years of the agreement are subject to approval in the City's annual budget.

III. AUDIT SERVICE REQUIREMENTS

1. The audit must be conducted in accordance with Generally Accepted Auditing Standards; Government Auditing Standards, issued by the Comptroller General of the United States; Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations; the State Single Audit Implementation Act; any other applicable procedures for the audit of a local government prepared in accordance with generally accepted accounting principles (GAAP).
2. The Auditor should also be familiar with and prepared to advise City staff on how best to implement both current and proposed GASB Statements. In addition, the Auditor is also expected to provide informal advice and consultation throughout the year on matters relating to

accounting and financial reporting. This would not necessarily include any task that entails significant research or a formal report.

3. Should circumstances arise during the audit that require significant additional work to be performed in excess of the amounts set forth in the contract, additional costs shall be negotiated prior to commencement of the work and an amended contract will be submitted for approval by the Director of Finance and Administrative Services.
4. The City is responsible for balancing all accounts at year-end and will furnish work papers in conjunction with the audit engagement. The City is accustomed to preparing an initial draft of the financial statements through the budget to actual presentation. The Auditors may provide a governmental financial statement template for this presentation. In conjunction with management, the Auditor will assist with the GASB 34 accruals and presentation. The City will not present a Comprehensive Annual Financial Report (CAFR). In addition to the City's financial report, separate audited annual financial statements will be required for the City's component unit.
5. Following the completion of the audit of the fiscal year's financial statements, the Auditor shall issue:
 - a. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles for the City and its component unit. The financial audit opinion will cover the basic financial statements. The audit shall lead to the expression of an unqualified opinion on the financial statements unless the Auditor justifies to the City, in advance and in writing, the reasons for an opinion that is other than unqualified. Certain combining and individual financial statements and schedules, and related information are not necessary for a fair presentation, but will be presented as additional analytical data. This supplementary information will be subjected to the tests and other auditing procedures applied in the audit of the basic financial statements, and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the financial statements taken as a whole.
 - b. A report on compliance and on the internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards (Single Audit).
 - c. A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with OMB Circular A-133 (Single Audit).
 - d. A schedule of findings and questioned costs (Single Audit).
6. The audit fieldwork must be completed during the four months following the fiscal year end.
7. Each annual audit will include written recommendations made to management which address any findings, observations, opinions, or comments relating to internal controls, financial systems, compliance or other matters that come to the attention of the Auditors during the examination. This management letter shall be provided in draft form prior to publication of the

financial statements and discussed with the Director of Finance and Administrative Services. The draft of the management letter shall be provided by approximately December 1.

8. The City will assume responsibility for printing and binding all of the reports.
9. The working papers shall be retained, at the Auditor's expense, and made available upon request by the City or any cognizant agency for no less than five years from the date of the audit report.

IV. OTHER SERVICES

1. The planning phase of the audit engagement may commence upon notification to the Auditor of acceptance of their proposal. The Auditor shall meet with the Director of Finance and Administrative Services prior to the commencement of the Fiscal Year 2015-16 audit to discuss the Auditor's planned approach to the audit and to provide a list of schedules to be prepared by City personnel prior to the beginning of fieldwork. It is expected that certain interim fieldwork may be performed in May or June with the possibility of additional interim work in August (if needed) and the final phase of fieldwork commencing in October.
2. An exit conference is required of the Auditor upon completion of fieldwork with the Director of Finance and Administrative Services and City Manager to inform them of pertinent findings.
3. A formal presentation of the report by the Auditor to the City Council may be required.
4. The Auditor will complete the "Oregon Audits Division Summary of Revenues and Expenditures" forms for the City and each of the City's component unit.

V. AUDIT CONTRACT AND PAYMENT OF FEES

Prior to commencement of work, the City Council must approve the annual audit contract. Up to 75% of the total fee may be billed through interim or progress billings prior to submission of the final report to City Council. The Auditor may submit final billings following the Council's approval of the audited financial statements.

VI. SUBMISSION OF PROPOSALS AND TIME SCHEDULE FOR AWARDED THE CONTRACT

Proposals must be submitted in a sealed envelope marked "Audit Services Proposals" to:

Susan Brooks CPA, Director of Finance and Administrative Services
City of Astoria
1095 Duane St.
Astoria, Oregon 97103


Proposals will be received until 5:00 p.m. Pacific Daylight Time on March 25, 2016.

It is anticipated the City staff will review the proposals and issue a notice of intent to award by April 15, 2016, subject to approval by the City Council at its April 19, 2016 Council meeting. Following approval by the City Council, it is expected a contract will be executed between the City and the selected Auditor on or about April 29, 2016. The City reserves the right to modify the dates for preliminary selection and final contract approval based on changes to regularly scheduled City Council meeting dates, unanticipated delays in the selection and/or negotiation process, or any other contingency based on the



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

April 4, 2016

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: **REQUEST TO PURCHASE CITY OWNED PROPERTY ADJACENT TO 323 ALAMEDA AVENUE**

DISCUSSION/ANALYSIS

The City has received a request from Bruce Conner to purchase City-owned property directly southeast of his property located at 323 Alameda Avenue. The City property is approximately 1.0 acre (Lots 25 to 41, Block 17 Map number 80907CD, Tax Lot 06400). Mr. Conner wishes to purchase a 13,875 square foot (0.32 acres) portion of this property associated with Lots 37 through 41, Block 17. He intends to construct his retirement home on the property in the future.

At their March 7, 2016 meeting, Council directed staff to order an appraisal of the subject property.

A summary appraisal report has been prepared by Steven Weed, Member Appraisers Institute, Senior Residential Appraiser. He has estimated that the property has a real land value of \$ 47,000 (report attached). Mr. Conner was provided a copy of the report and has indicated a willingness to proceed with the sale. As the cost of the appraisal was \$800.00, Staff is recommending that the additional cost above the \$450.00 fee set in the City fee schedule be added to the sale price for a total of \$47,350.00.

If Council is willing to continue with the proposed private sale of these lots to Mr. Conner, the appropriate step would be to schedule a Public Hearing to take public comment on the proposed sale.

RECOMMENDATION

It is recommended that Council, schedule a Public Hearing on May 2, 2016, to discuss the proposed sale of this property.

Submitted By



Ken P. Cook, Public Works Director

Prepared By



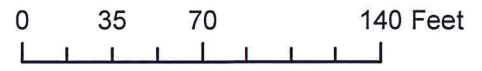
Cindy Maynard, Public Works Admin Assistant

City of Astoria Proposed
Property Sale
Lots 38, 39, 40, 41 & 42
Block 17, Taylors, Astoria



Legend

 Proposed Property Sale





SUMMARY APPRAISAL REPORT

OF THE REAL PROPERTY LOCATED AT

324 W. Exchange Street
Astoria, OR 97103

for

City of Astoria

1095 Duane St
Astoria, OR 97103

as of

March 15, 2015

by

Steven A. Weed
P.O. Box 2304
Gearhart, OR 97138

Estimated Market Value
\$47,000

Steven A. Weed, MAI, SRA

Appraisal Report

LAND APPRAISAL REPORT

0.32 Ac W. Exchange

File No. G1896

IDENTIFICATION	Borrower <u>Client: City of Astoria</u>		Census Tract <u>9502</u>	Map Reference <u>Portion 8097CD6400</u>																																																																																				
	Property Address <u>324 W. Exchange Street</u>																																																																																							
	City <u>Astoria</u>	County <u>Clatsop</u>	State <u>OR</u>	Zip Code <u>97103</u>																																																																																				
	Legal Description <u>Lots 37, 38, 39, 40, 41 Block 17, Taylors, Astoria</u>																																																																																							
NEIGHBORHOOD	Sale Price <u>\$N/A</u>		Date of Sale <u>N/A</u>	Loan Term <u>N/A</u> yrs.																																																																																				
	Actual Real Estate Taxes <u>\$Not assessed now</u> (yr.)		Loan charges to be paid by seller <u>\$N/A</u>																																																																																					
	Lender/Client <u>City of Astoria</u>		Address _____																																																																																					
	Occupant <u>Vacant Land</u>		Appraiser <u>Steven A. Weed</u>																																																																																					
	Instructions to Appraiser <u>Estimate Current Market Value</u>																																																																																							
	Site would be a new seg from a large portion of undeveloped land.																																																																																							
	Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input type="checkbox"/> Steady <input checked="" type="checkbox"/> Slow Property Values <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos.		Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																																																																																					
	Present Land Use <u>70</u> % 1 Family <u>10</u> % 2-4 Fam <u>5</u> % Apts. _____ % Condo <u>10</u> % Commercial _____ % Industrial <u>5</u> % Vacant _____ % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From _____ To _____ Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant Single Family Price Range \$ <u>125,000</u> to \$ <u>300,000</u> Predominant Value \$ <u>200,000</u> Single Family Age <u>10</u> yrs. to <u>130</u> yrs. Predominant Age <u>80</u> yrs.																																																																																							
	Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) <u>Subject site is located west of an area of houses west of Melbourne on W. Exchange and south of houses on the south side of Alameda Ave. Area is predominant single family with a mix of standard lots, older homes, and some duplexes. Area has steep topography and has not been developed. The site has steep topography and would require an engineering report on its suitability for residential development.</u>																																																																																							
	SITE	Dimensions <u>125 x 111</u> = <u>0.32</u> ac		<input type="checkbox"/> Corner Lot																																																																																				
Zoning Classification <u>R-3 (High Density Residential)</u>		Present improvements <input checked="" type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations																																																																																						
Highest and best use: <input type="checkbox"/> Present use <input type="checkbox"/> Other (specify) _____																																																																																								
Elec. <input checked="" type="checkbox"/> Available Gas <input checked="" type="checkbox"/> Available Water <input checked="" type="checkbox"/> Available San. Sewer <input checked="" type="checkbox"/> Available <input type="checkbox"/> Underground Elect. & Tel.		OFF SITE IMPROVEMENTS Street Access: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Surface <u>Gravel</u> Maintenance: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights																																																																																						
Topo <u>Very Steep</u>		Size <u>0.32</u> ac																																																																																						
Shape <u>Rectangle</u>		View <u>View of River</u>																																																																																						
Drainage <u>Adequate</u>		Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes																																																																																						
Comments (favorable or unfavorable including any apparent adverse easements, encroachments or other adverse conditions) <u>Subject site slopes rapidly from side/street grade to about 10' below grade, which is typical for the area. Site has a good potential view of the Columbia River. Subject site's topography is steep and will require an engineers reports for its geological stability. See Report Comments.</u>																																																																																								
MARKET DATA ANALYSIS		The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (+) adjustment is made, thus increasing the indicated value of the subject.																																																																																						
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	Proximity to Subj.		<u>1.91 miles E</u>	<u>1.79 miles E</u>	<u>0.76 miles SE</u>																																																																																			
	Sales Price	\$ <u>N/A</u>	\$ <u>48,500</u>	\$ <u>29,900</u>	\$ <u>49,000</u>																																																																																			
	Price	\$ _____	\$ <u>285,294.13</u>	\$ <u>57,500.00</u>	\$ <u>222,727</u>																																																																																			
	Data Source	<u>Inspection</u>	<u>80909CA17100 / MLS 14-651</u>	<u>80909CC08900 / MLS 13-1306</u>	<u>80917BB08700 / MLS 13-1229</u>																																																																																			
	Date of Sale and Time Adjustment	<u>N/A</u>	<u>08/27/2014</u>	<u>11/06/2015</u>	<u>10/16/2014</u>																																																																																			
	Location	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>	<u>Suburban</u>																																																																																			
	Site/View	<u>River View</u>	<u>River View</u>	<u>River View</u>	<u>River View</u>																																																																																			
	Site Area	<u>0.32 ac</u>	<u>0.17 ac</u>	<u>0.52 ac</u>	<u>0.22 ac</u>																																																																																			
	Topography	<u>Steep / GEO Report</u>	<u>Slope</u>	<u>Slope / Geo Report</u>	<u>Steep / GEO Report</u>																																																																																			
	Utilities	<u>Standard</u>	<u>Standard</u>	<u>Limited</u>	<u>Standard</u>																																																																																			
	Street	<u>Gravel</u>	<u>Asphalt</u>	<u>Asphalt</u>	<u>Asphalt</u>																																																																																			
	Sales or Financing Concessions	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>																																																																																			
	Net Adj. (Total)		<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-1,000</u>	<input checked="" type="checkbox"/> Plus <input type="checkbox"/> Minus \$ <u>3,000</u>	<input type="checkbox"/> Plus <input checked="" type="checkbox"/> Minus \$ <u>-2,000</u>																																																																																			
	Indicated Value of Subject		<u>Gross 39.2% Net -2.1% \$ <u>47,500</u></u>	<u>Gross 76.9% Net 10.0% \$ <u>32,900</u></u>	<u>Gross 16.3% Net -4.1% \$ <u>47,000</u></u>																																																																																			
	Comments on Market Data: <u>Greatest weight was given to Sale No. 1 which is most similar in neighborhood, slope, and view to the subject. Some weight to Sales No. 1 and No. 4 which are similar in size with some view amenity. Less weight to Sale No. 2 which is in an area not developed.</u>																																																																																							
	Comments and Conditions of Appraisal: <u>The appraiser certifies disclosure to the client of no previous appraisal service on the subject property within the last three years. Adjustments were made for view, site size, topography, and development based on the estimated value difference of these features based on comparison of land values of both vacant and improved properties.</u>																																																																																							
Final Reconciliation: <u>The most reliable value indications were Sales No. 3, No. 1, and No. 4 to arrive at a value estimate for the subject property. Least weight was given Sale No. 2. Appraisal assumes subject site can be developed into a standard residential homesite.</u>																																																																																								
RECONCILIATION	I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF <u>March 15</u> <u>2015</u> to be <u>\$47,000</u>																																																																																							
	Appraiser(s) _____ Review Appraiser (if applicable) <input type="checkbox"/> Did <input type="checkbox"/> Did Not Physically Inspect Property																																																																																							
	Signature <u>Steven A. Weed</u> Date <u>03/21/2016</u>																																																																																							
	Name <u>Steven A. Weed</u> State <u>OR</u> License <input checked="" type="checkbox"/> Certification # <u>C000170</u>																																																																																							
	Steven A. Weed, MAI, SRA																																																																																							

ADDITIONAL COMPARABLES

Borrower/Client		Client: City of Astoria													
Property Address		324 W. Exchange Street													
City		Astoria		County		Clatsop		State		OR		Zip Code		97103	
Lender		City of Astoria													
MARKET DATA ANALYSIS	ITEM	Subject Property			COMPARABLE NO. 4			COMPARABLE NO. 5			COMPARABLE NO. 6				
	Address	324 W. Exchange Street Astoria, OR 97103			2920 Grand Ave Astoria, OR 97103										
	Proximity to Subj.				1.84 miles E										
	Sales Price	\$ N/A			\$ 45,000										
	Price	\$			\$ 187500.00										
	Data Source	Inspection			8099CB1200/1300/1400/MLS 15-553										
	Date of Sale and Time Adjustment	DESCRIPTION N/A			DESCRIPTION 10/26/2015			+ (-) \$ Adjustment			DESCRIPTION + (-) \$ Adjustment				
	Location	Suburban			Suburban										
	Site/View	River View			River View			+4,000							
	Site Area	0.32 ac			0.24 Ac			+3,000							
	Topography	Steep / GEO Report			Slope / GEO Report										
	Utilities	Standard			Standard										
	Street	Gravel			Asphalt			-5,000							
	Sales or Financing Concessions	None Cash			None Convl										
	Net Adj. (Total)				x Plus Minus \$ 2,000			Plus Minus \$			Plus Minus \$				
Indicated Value of Subject				Gross 26.7% Net 4.4% \$ 47,000											
Comments on Market Data Analysis															

Location Map

Borrower or Owner **Client: City of Astoria**

Property Address **324 W. Exchange Street**

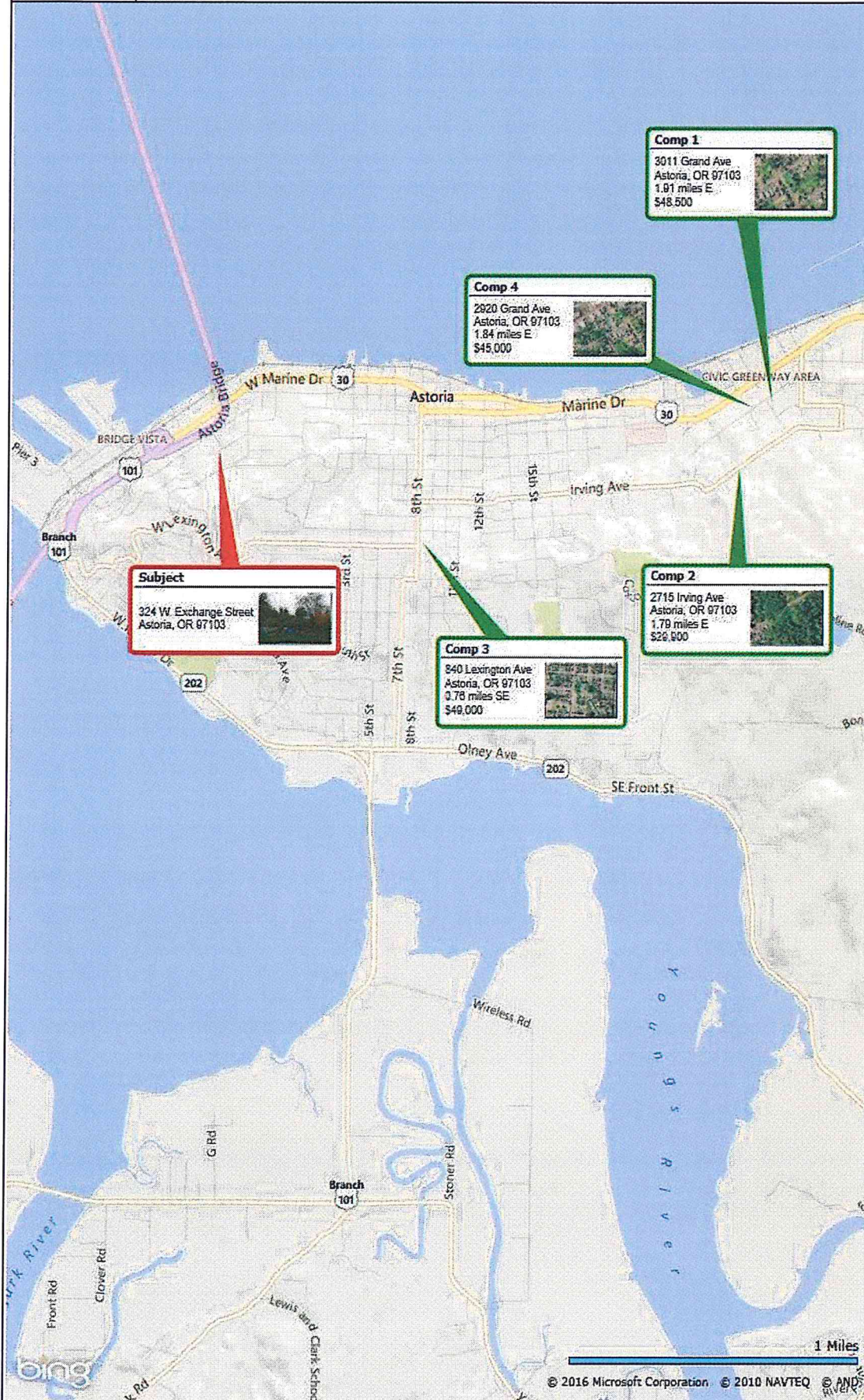
City **Astoria**

County **Clatsop**

State **OR**

Zip Code **97103**

Client **City of Astoria**



PHOTOGRAPH ADDENDUM

Borrower or Owner	Client: City of Astoria				
Property Address	324 W. Exchange Street				
City	Astoria	County	Clatsop	State	OR
				Zip Code	97103
Client	City of Astoria				



FRONT VIEW OF
SUBJECT PROPERTY



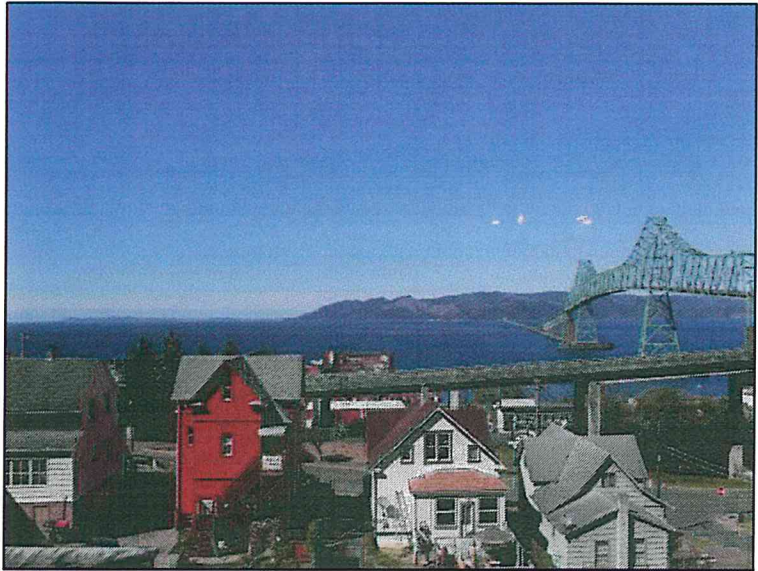
REAR VIEW OF
SUBJECT PROPERTY



STREET SCENE OF
SUBJECT PROPERTY

PHOTOGRAPH ADDENDUM

Borrower or Owner	Client: City of Astoria				
Property Address	324 W. Exchange Street				
City	Astoria	County	Clatsop	State	OR
				Zip Code	97103
Client	City of Astoria				



3XX W. Exchange Street
View



3XX W. Exchange Street
Alternate Street



3XX W. Exchange Street
Brush on top of site

PHOTOGRAPH ADDENDUM

Borrower or Owner **Client: City of Astoria**

Property Address **324 W. Exchange Street**

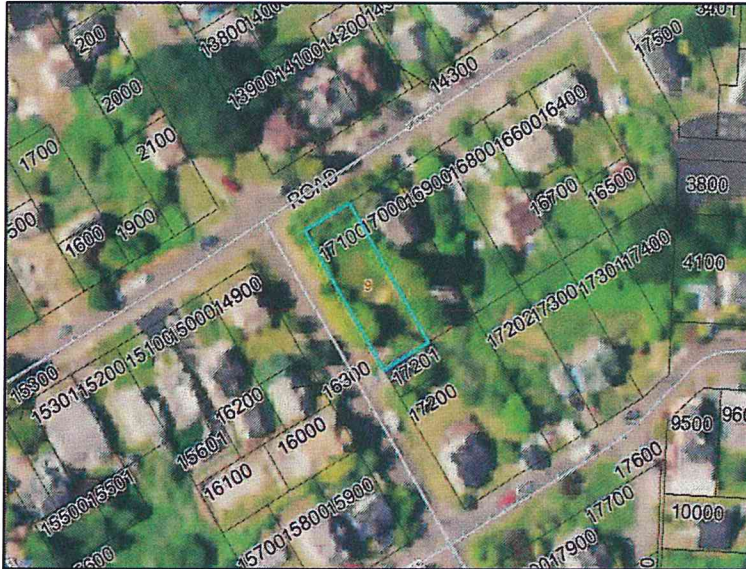
City **Astoria**

County **Clatsop**

State **OR**

Zip Code **97103**

Client **City of Astoria**



COMPARABLE #1

3011 Grand Ave
Astoria, OR 97103

Price \$48,500
Price/SF 285,294.13
Date 08/27/2014

Site Area 0.17 ac

Value Indication \$47,500



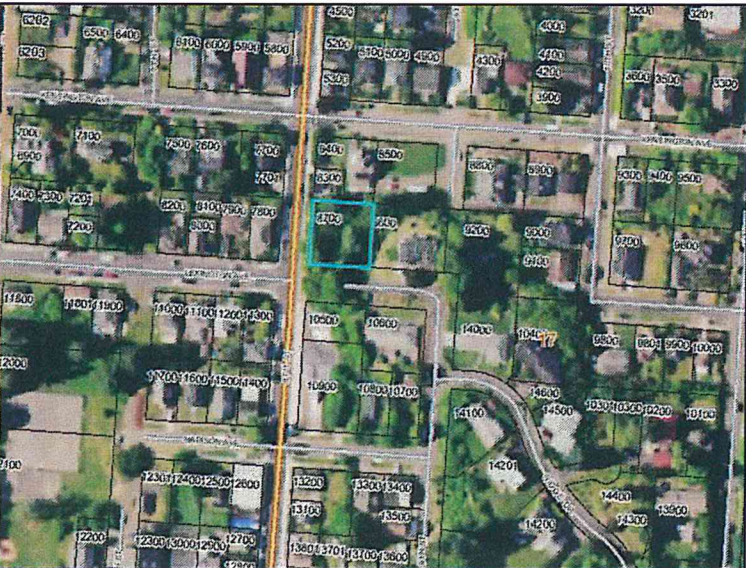
COMPARABLE #2

2715 Irving Ave
Astoria, OR 97103

Price \$29,900
Price/SF 57,500.00
Date 11/06/2015

Site Area 0.52 ac

Value Indication \$32,900



COMPARABLE #3

840 Lexington Ave
Astoria, OR 97103

Price \$49,000
Price/SF 222,727
Date 10/16/2014

Site Area 0.22 ac

Value Indication \$47,000

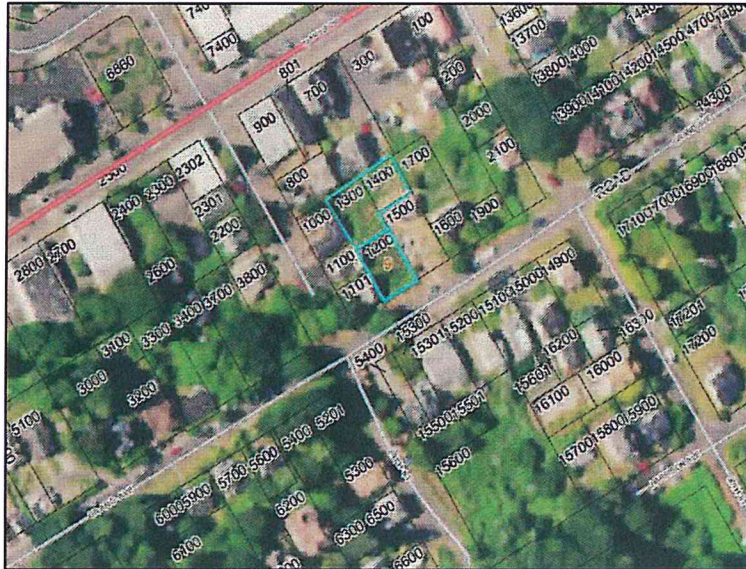
PHOTOGRAPH ADDENDUM

Borrower or Owner	Client: City of Astoria
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Property Address **3XX W. Exchange Street**

City	Astoria	County	Clatsop	State	OR	Zip Code	97103
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Client	City of Astoria
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COMPARABLE #4

2920 Grand Ave
Astoria, OR 97103

Price	\$45,000
Price/SF	187,500.00
Date	10/26/2015

Site Area 0.24 Ac

Value Indication	\$45,000
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COMPARABLE #5

Price	\$
Price/SF	
Date	

Site Area

Value Indication	\$
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COMPARABLE #6

Price	\$
Price/SF	
Date	

Site Area

Value Indication	\$
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This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that those conditions will be met in a satisfactory manner.

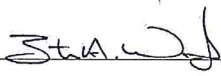
APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature 
Name Steven A. Weed
Company Name Steven A. Weed, MAI, SRA
Company Address P.O. Box 2304
Gearhart, OR 97138
Telephone Number 503-738-3800
Email Address _____
Date of Signature and Report March 21, 2016
Effective Date of Appraisal March 15, 2015
State Certification # C000170
or State License # _____
or Other (describe) _____ State # _____
State OR
Expiration Date of Certification or License 8/31/2017

ADDRESS OF PROPERTY APPRAISED

324 W. Exchange Street
Astoria, OR 97103
APPRAISED VALUE OF SUBJECT PROPERTY \$ 47000
LENDER/CLIENT
Name _____
Company Name City of Astoria
Company Address _____
1095 Duane St Astoria, OR 97103
Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature _____
Name _____
Company Name _____
Company Address _____
Telephone Number _____
Email Address _____
Date of Signature _____
State Certification # _____
or State License # _____
State _____
Expiration Date of Certification or License _____

SUBJECT PROPERTY

- ☐ Did not inspect subject property
☐ Did inspect exterior of subject property from street
Date of Inspection _____
☐ Did inspect interior and exterior of subject property
Date of Inspection _____

COMPARABLE SALES

- ☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
Date of Inspection _____

Borrower or Owner	Client: City of Astoria				
Property Address	324 W. Exchange Street				
City	Astoria	County	Clatsop	State	OR
				Zip Code	97103
Lender or Client	City of Astoria				

PURPOSE OF APPRAISAL

The purpose of this appraisal report is to estimate the market value of the subject property for a purchase of the subject site. It is not to be relied upon by any third parties for any purpose, whatsoever.

The appraisal is based on an analysis of the subject property as of the date of inspection. Valuation is based on current market conditions as of the date of inspection. Data and conclusions are based on the assumption that there have been no detrimental physical, functional or external factors transpiring between the date of inspection and date of completion of this report.

SCOPE OF APPRAISAL

In conducting the appraisal assignment, the appraiser first collected preliminary public record, title company information, and made an initial search of available market sales, trends, and influences. A physical inspection of the subject property was made in accordance with the information requirements of the URAR format. The appraiser is not an expert in matters of pest control, structural engineering, hazardous waste, survey, or title matters, and no expertise or warranty is implied in these or other areas. General research on comparable properties in the subject and competing neighborhoods was performed. Sales selection was refined to the three or four most similar and recent sale properties. A thorough residential market analysis using standard residential appraisal methods and techniques was completed in accordance with Uniform Standards of Professional Practice as adopted by the Appraisal Foundation. An explanation of adjustments to comparable properties is presented in the Adjustments section.

The value indications from the comparable sale properties were reconciled into a final value estimate. The purpose of the final value reconciliation was to develop a rational, defensible conclusion of the most probable market value for the subject property. The scope of the assignment does not include a separate land value appraisal. The land value estimate is limited to a review of real market assessed land value, land sales in the neighborhood, and abstraction of land values from improved sales in the neighborhood.

DISCLOSURE OF COMPETENCY

The appraiser has the required experience, training, and education to complete the appraisal of the subject property competently. The appraiser has over 30 years of experience in appraising single family residential property in Clatsop and Tillamook Counties and has considerable knowledge in local market conditions. The appraiser's principal area of work is single family residential properties in Clatsop and Tillamook Counties. The appraiser maintains a current, active sales data base using county assessor records, real estate listings, title company records, and the appraiser's own sales files. The report has been prepared as an unbiased, objective value estimate.

HIGHEST & BEST USE

The following influences were considered in concluding the Highest & Best Use of the subject property is as plottage to be used in conjunction of single or multi-family family residential use. The subject site's physical size and zoning regulations support single family use when used in conjunction with an adjacent site. Supporting facilities to the site are typically residential in character. Surrounding land use is consistent with single family uses. Also, the report considered the existing land use regulations, reasonably probable modification of such land use regulations, economic demand, the physical adaptability of the property, neighborhood trends, and the optimal usage of the property. Finally, the probability that the above physical, locational, and legal influences will continue to exist was considered. There are no changes in land use within or near the subject property which would indicate a change in current land use.

ESTIMATED MARKETING TIME

The estimated marketing time for the subject property under current market conditions is approximately 120 days or less. The estimate is based on analysis of current market trends in the general area, and takes into account the size, condition, and price range of the subject and surrounding properties.

MARKET APPROACH COMMENTS

The comparable sales used in this report represent the most recent sales available. Sources of sales information include county assessor records, title company deed recordings, real estate sales companies, and the appraiser's own sales files. The comparable sale properties were the most similar to the subject in location, size, features, and closest in proximity to the subject property. All comparable sales are closed sales, unless otherwise noted. Sales dates are close of escrow dates.

RECONCILIATION COMMENTS

Greatest weight was given the Sales Comparison Approach because it is the most reliable indicator of behavior in the local market and best reflects current market conditions. The Income Approach is not considered a reliable indicator of market value for residential land in the local market because of virtually no rental activity and reliable comparison with sale properties. The Cost Approach is not considered appropriate for a parcel of vacant land.

PERSONAL PROPERTY

No personal property has been valued in this report.

Borrower or Owner Client: City of Astoria

Property Address 324 W. Exchange Street

City Astoria

County Clatsop

State OR

Zip Code 97103

Lender or Client City of Astoria

TIME ADJUSTMENT & PROXIMITY OF SALES PROPERTIES

The time between the date of the appraisal and the sale date of the comparable properties are sufficiently current that an adjustment was not warranted. The population base is relatively small in the area and it is not unusual that recent sales would be located more than one mile from the subject property.

There are a limited number of sales of vacant land in Astoria. In research this appraisal, a review of sales from Clatsop County Assessor's office records and Clatsop MLS were used. Most smaller sites are associated in the Mill Pond which have zoning characteristics unique to that project and are not applicable to other areas in Astoria with different zoning. There were some other sales that were older or less similar in location and view.

LOCATION ADJUSTMENT

The comparables are located in neighborhoods which are sufficiently similar and no adjustment was necessary.

SITE/VIEW

The subject site is 0.32 acres and the sale properties with mostly smaller sites. Adjustment is based on the value contribution of additional site size. It is common in Astoria because of topography that site size has marginal additional utility. View adjustments were based on how strong the view amenity is. The subject property has the potential for a good river view. The subject site has a steep topography and it will require a geological report for the site to be developed.

OTHER SITE DIFFERENCES

Other site characteristics, such as zoning, street improvements, and topography were considered and adjusted based on the estimated cost to develop the properties to have equivalent site utility.

IMPORTANT: Please read the following very carefully. This appraisal is for no purpose other than property valuation as limited by the scope of the assignment as stated in this report. The reader should be aware that there are also inherent limitations to the accuracy of the information and analysis contained in this appraisal. Before making any decision based on the information and analysis contained in this report, it is critically important to read this entire section to understand these limitations.

APPRAISAL IS NOT A SURVEY

It is assumed that the utilization of the land and improvements is within the boundaries of the property lines of the property described and that there are no encroachments or trespass unless noted in the report. The appraiser has made no survey of the property and no responsibility is assumed in connection with such matters. Any maps, plats, legal descriptions or drawings reproduced and included in this report are intended only for the purpose of showing spatial relationships or giving a general idea of the property description. The reliability of information contained in any such map, description or drawing is assumed by the appraiser and cannot be guaranteed to be correct. A surveyor should be consulted if there is any concern on boundaries, setbacks, encroachments, legal description or other survey matters.

APPRAISAL IS NOT A LEGAL OPINION

Title and Boundaries - No responsibility is assumed for matters of a legal nature that affects the title to the property nor is an opinion of title rendered. The value is given without regard to questions of title, boundaries, encumbrances or encroachments. The appraiser is not usually provided with information regarding the title or legal description and, in any event, the appraiser neither made a detailed examination of it nor is any legal opinion given concerning it.

APPRAISAL IS NOT AN ENGINEERING OR PROPERTY INSPECTION REPORT

Structural Problems May Be Present. The reader of this appraisal should understand that purchasing a home entails a certain amount of risk. Properties may have latent problems that are not detectable at the time of the sale or at the time it is appraised. Many properties have hidden problems or may develop structural problems after the sale. The appraisal should not be considered a report on the physical items that are a part of this property. Although the appraisal may contain information about the physical items being appraised (including their adequacy and/or condition), it should be clearly understood that this information is only used as a general guide for property valuation and is not intended to be used to evaluate the condition or adequacy of the subject property. The observed condition of the foundation, roof, exterior walls, interior walls, floors, heating systems, plumbing, insulation, electrical service and all mechanicals and construction is based on casual inspection only and no detailed inspection was made. The appraiser is not acting as a professional engineer; builder, surveyor or other inspector and professionals should be consulted if there are any questions as to the condition of the subject property.

The subject has a steep topography on has soil and subsoil conditions which are unknown to the appraiser. No engineering study of the property was provided. It is assumed that there does not exist a soil or subsoil condition which would have a significant affect on the subject property in terms of being put to a higher and better use than as vacant as it currently exists.

APPRAISAL IS MADE WITH LIMITED DATA

Appraisal reports are technical documents addressed to the specific needs of clients. In most cases, appraisals are made for mortgage companies and/or banks whose use for this report may be wholly different than that of the casual reader. Therefore, the reader should understand that this report was made with a limited amount of data and limited ability to verify certain information. Information was verified when possible through public records, multi-listing services, real estate agents and exterior inspection. This includes verification that the comparables are actually closed sales and the transactions are arms length. No verification technique is one hundred percent accurate but the appraiser has made the assumption that all data is accurate as reported. From time to time, the indicated sizes of comparables shown in available sources such as MLS services or listing sheets appears to be incorrect based on the appraisers professional experience. If the size used in the MLS sheets does not correlate with other known data, the appraiser may use other methods to determine the size of comparables. These include assessor's sheets and physical inspection. The deviation of comparable size from published sizes only indicates an attempt at higher accuracy in the final report. Three or more comparables are used in this report to eliminate the limited data associated with any single comparable. While no factors is believed to be significant but unknown to the client have been knowingly withheld, it is always possible that we have information of significance which may be important to others but which, based on the original scope of this appraisal for mortgage or other purposes, was not included in the report to the client. A mortgage company or other professional client may not require data that may be important if the report is to be used for decision making outside the scope of the report. No decision should be made that is outside the scope of this report without first contacting the appraiser in writing for further clarification.

Borrower or Owner		Client: City of Astoria	
Property Address		324 W. Exchange Street	
City	Astoria	County	Clatsop
State	OR	Zip Code	97103
Lender or Client		City of Astoria	

SITE The site is somewhat typical for the area in terms of size, though larger than standard, and appeal with no readily noted easements or encroachments. The appraiser has not made a survey but is utilizing information provided by surveys, plat maps, and the owner. The appraiser has not done title work on the property and is assuming there are no restrictive covenants, encumbrances, contracts, declarations, unrecorded IRS liens, unpaid special assessments or unpaid property taxes.

ZONING The appraiser has tried to use the most recently available zoning maps to determine the zoning of the subject property.

BUILDING CODES The appraiser has not checked for building code violations and the subject property may not conform to current building codes. It is assumed in this report that all buildings meet applicable codes.

DETRIMENTAL CONDITIONS There are a wide variety of detrimental conditions that can impact property values. These include, but are not limited to: non-market motivations, future temporary disruptions, stigmas, convicted criminals who reside in the neighborhood, neighborhood nuisances, future unannounced surrounding developments, structural and engineering conditions, construction conditions, soils and geotechnical issues, environmental conditions and natural conditions. The appraiser has inspected the subject property on a level that is consistent with the typical responsibilities of the appraisal profession; however, the appraiser does not have the expertise of market analysts, soils, structural or environmental engineers, scientists, specialists, urban planners and specialists in these various fields. Unless otherwise stated within the report, the appraiser assumes no responsibilities for the impact that the variety of detrimental conditions may cause.

PRESENCE OF HAZARDOUS MATERIALS The presence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage or other chemicals, which may or may not be present on or near the subject property, or other environmental conditions were not called to the attention of the appraiser at the time of the valuation or inspection. The appraiser is not qualified to test for any hazardous substance and has no knowledge of the existence of such materials on or near the subject property. If any hazardous material contamination exists, it may affect the value of the subject property to the point that the cost of cleanup far exceeds the value of the property. Unless otherwise stated, this appraisal is predicated on the assumption that there is no condition on or near the subject property that would cause a loss in value. No responsibility is assumed for any hazardous substance contamination that may exist on or near the subject and the client is urged to get a professional inspection if there are questions in this area. Below are detailed some more common problems found in residential homes. This is not a complete list but further details these problems.

LEAD BASED PAINT Lead and lead based products are found in many homes constructed prior to 1978 and particularly in those built or painted before 1960. The use of older paint on new homes may result in finding lead in even very new houses. Lead is found in moving parts of windows and doors, lead based paint, soils next to the exterior of buildings that may have been painted with lead based paint or had such paint recently stripped, and in pipes and solder used for drinking water supply. Lead poisoning can cause serious health problems including nervous system damage and even death. Children and women of childbearing age are most at risk from lead poisoning. The appraiser cannot detect whether a property has lead present on or in it and is not trained in the detection or remediation of lead. The detection of lead in a property can only be done by a qualified firm or laboratory. The full responsibility for lead or any hazardous substance lies with the client or user of this report.

MOLD The appraiser is not qualified to determine if mold is present in the property and if present, the appraiser is not qualified to determine the cause of the mold, the type of mold or whether it poses any risk or hazard to the inhabitants.

RADON Radon is a cancer-causing radioactive gas. It occurs naturally and may seep into houses via the basement. Abnormally high concentrations of Radon in a house may affect the marketability of the house. High levels of radon concentration may cause sickness or even cancer. The appraiser is not a professional at radon detection. Responsibility for detection or remediation of radon lies with the property owner.

Borrower or Owner Client: City of Astoria

Property Address 324 W. Exchange Street

City Astoria

County Clatsop

State OR

Zip Code 97103

Lender or Client City of Astoria

Qualifications of Steven A. Weed, MAI, SRA

Professional Affiliations

MAI Member Appraisal Institute, Chicago, Illinois, 1988 to Present
SRPA Senior Real Property Appraiser, Society of Real Estate Appraisers, Chicago, Illinois, 1982
SRA Senior Residential Appraiser, Society of Real Estate Appraisers, Chicago, Illinois, 1977 to Present

FIRREA Certification & Licensing

General Certified Appraiser #C000170, State of Oregon: From 1993, Expiration: 8/31/2017
Real Estate Broker License, State of Oregon: 1977 to 1993
Real Estate Salesman License, State of Oregon: 1972 to 1977

Education--General & Real Estate Appraisal

Portland State University, Portland, Oregon: B.S., Economics, 1972

SREA: An Introduction to Appraising Real Property Exam 101 1973

Principles of Income Property Appraising Exam 201 1974

Narrative Report Writing Seminar Exam R-2 1976

Standards of Professional Practice 1988

AIREA: Single Family Residential Appraisal Exam VIII 1975

Case Studies in Income Valuation Exam II 1978 Investment Analysis Exam VI 1978

Litigation Valuation Exam IV 1983 Standards of Professional Practice Exam 83 1980

Comprehensive Exam 1985 Basic Valuation Procedures 1988

Standards of Professional Practice Part A Exam SPP-A 1997

Seminars: Apartment Appraising, Report Writing, Expert Witness, Subdivision Analysis (AI: 5/92), How To Value Income Property (12/92), The 1994 Revised URAR Seminar (PGP: 12/93), HUD Refresher Training (HUD: 11/94), Non-Urban Properties Symposium (PGP: 11/94), FHA Appraising (AI: 6/95), Standards of Professional Practice, Part A (6/97), Litigation Skills (AI:11/98), Valuation of Detrimental Conditions (AI:11/98), Residential Design (AI:7/99), USPAP Part C (AI:11/99), FHA & The Appraisal Process (AI:7/01), Internet Search Strategies (AI:8/01), Feasibility, Market Value, Investment Timing: Option Value (AI:1/03), Intro. to GIS Applications for RE Appraisal (AI:1/03), Residential Appraiser Training (SFREP 9/03) Course 400, Online Analyzing Operating Expenses (AI:3/03), Business Practices and Ethics (AI:8/04), National USPAP Update Course (AI:2/05), FHA Update (HUD: 6/06), 2006 USPAP Update (AI: 1/07), Secondary Market & Appraiser Liability (McKissock:1/07), Guide to Fannie Mae 2-4 Unit Form 1025 (AI: 12/07), Analyzing Distressed RE (AI:12/07), USPAP Update (AI: 4/08), Business Practices & Ethics (AI: 10/09), Application of Cost Approach (AU: 10/09), Appraising Historic Property (AU: 7/10), Business Practices & Ethics (AI: 10/09), Planning 101 (1/11), 2011 USPAP Update (1/11), Practical Regression Using MS Excel (AI: 9/12), 2012-13 USPAP Update (5/13), Appraisal Math & Statistics (5/13), Residential Market Analysis and H&B Use (AI:6/14), UAD Dataset(6/14), Business Practices & Ethics (AI: 11/13), USPAP Update (6/14)

Representative Clients

Old Republic Title, Solidifi, Service Link, StreetLinks, Landsafe, LPS, Essential Mortgage, Unitus CU, FNMA, FDIC
STARS, TLC Federal CU, Bank of America, Columbia Bank, Chase Mortgage, Oregon Tax Court

Employment History

Independent Fee Appraiser, Gearhart, Oregon: 1984 to Present

Appraiser, Clatsop County Assessor, Astoria: 1975 to 1983

Real Estate Salesman, Portland, Oregon: 1972 to 1975

Types of Property Appraised

Single Family Residential, Duplex, Four-plex, Condominiums, Commercial & Retail Buildings, Restaurants, Motels, Apartments, Warehouses & Industrial Buildings, Farms, Mini-Storage Buildings, Churches, Residential Subdivisions, Cranberry Bogs, Commercial & Industrial Land, Wetlands, Condemnations, Partial Takings, Transmission Line Easements, Mitigation, Casualty Loss From Sliding, Aesthetic Loss, National Park Trail Easement

Education Certification

As of the date of this report, I, Steven A. Weed, MAI, SRA, have completed the requirements under the voluntary continuing program of the Appraisal Institute.





CITY OF ASTORIA

Founded 1811 • Incorporated 1856

April 14, 2016

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: REVISED JOB DESCRIPTION AND SALARY RESOLUTION FOR LIBRARY DIRECTOR

DISCUSSION/ANALYSIS

Library Director Jane Tucker will be retiring at the end of May 2016. The current Library Director job description has not been reviewed since Jane Tucker's title was changed from Head Librarian to Library Director in 2002. In preparation of posting the job opening, staff worked with the City's human resources consultant, Xenium, to develop a new description and review salary ranges.

Before the position can be posted, the job description needed to be updated to reflect current library practices, to satisfy the current needs of the City, and to address the current marketplace. A copy of the current and proposed job descriptions are attached.

In addition to the revised job description, it is proposed that the salary range be increased from Range 40 to Range 45. This increase will bring it more in line with other similar jurisdictions in the area. Range 40 provides salary Steps between \$60,664 to \$73,737 a year. Range 45 provides salary Steps between \$68,601 to \$83,385 a year. Funds are included in the draft budget for FY 2016-17 which would accommodate this increase. This change will allow for the City to recruit a qualified candidate pool.

Job recruitment materials are currently in the development phase. Should Council approve the job description and salary at the April 18th meeting, it is anticipated the position would be posted that week.

RECOMMENDATION

It is recommended that the City Council approve the revised job description and revised salary range contained in the attached resolution. With this action, the job will be posted to begin the recruitment process.

LIBRARY DIRECTOR

GENERAL STATEMENT OF DUTIES: Administers, plans and directs the operations and activities of the City Library; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS: An employee in this classification is responsible for all activities of the City Library. Work is performed under the direction of the City Manager. Supervision is provided to professional and clerical support staff as well as temporaries and volunteers. Represents the library in civic, educational and library affairs at state level; interacts with the Library Advisory Board, the City Council, ALFA, the Literacy Board, area partnerships, and the community.

EXAMPLES OF ESSENTIAL DUTIES: (Illustrative only. Any single position of a class may or may not involve all of the essential duties listed, and many positions will involve essential duties that are not listed.)

1. Performs maintenance and system administration for circulation (Dynix by epixtech), network Internet connection (Windows NT) and the library's computer, terminals and printers. Supervises cataloging and assures quality control for all bibliographic and related records in the Library's catalog system (Dynix). Keeps current on new technologies.
2. Works as a member of the City's senior management team; prepares annual and long-range departmental goals; prepares, manages and monitors department budget to carry out Council goals and provide the best service possible to the citizens.
3. Responds to inquiries from the public, clubs and other community organizations regarding library objectives, policies and services; researches and responds to various research/reference requests. Prepares news releases. Evaluates, develops and recommends programs, techniques and procedures to improve the services and effectiveness of the library.
4. Responsible for supervision of maintenance for library facility; includes scheduled and unscheduled maintenance; works with contractors.
5. Provides supervision including assigning and reviewing work, evaluating performance, taking necessary disciplinary action, resolving employee complaints, scheduling and approving time off and interviewing and making effective recommendations on employee appointments.
6. Prepares agenda items, provides statistical and written reports; updates the City Council, Library Board, Astor Library Friends Association and the Literacy Board concerning library operations.

LIBRARY DIRECTOR (CONT.)

7. Prepares grant applications to increase revenue for library programs and materials. Works with foundations, endowments and private contributions to build long-term stability for the library.
8. Supervises and participates in collection development. Orders and receives new materials including books, magazines and videos for the library. Reviews books, magazines and other materials periodically for replacement, repair, discard and collection.
9. Develops and coordinates special library programs and projects. Manages volunteer program to ensure adequate supply of trained volunteers to assist library staff.
10. Attends local, state, regional and national conference of library associations for continuing education.

WORK ENVIRONMENT: May work days, evenings or weekend to ensure adequate coverage for the library. Works on multiple floors requiring the use of stairs. Spends considerable time reviewing written material on paper and on computer.

DESIRABLE QUALIFICATIONS:

KNOWLEDGE OF: Thorough knowledge of the principles and practices of library science and library administration. Considerable knowledge of the principles of supervision and personnel practices; budgeting and record keeping; and system administration of commonly used library operating systems including Dynix.

ABILITY TO: Communicate effectively both verbally and in writing; establish and maintain effective working relationships with other City officials, the general public and other library professionals; analyze library programs and operations and develop recommendations/solutions; plan and supervise the work of others. Successfully pass a criminal background check.

EXPERIENCE AND TRAINING: A Master's Degree in Library Science; and five years of progressively responsible professional library experience; or any equivalent combination of experience and training that demonstrates the knowledge, skills and abilities to perform the above described duties.



Job Description

Job Title: Library Director
Department: City Library
Reports To: City Manager
FLSA Status: Exempt
Physical Strength: Light (L)

Prepared By: Xenium
Prepared Date: April 2016
Approved By:
Approved Date:

SUMMARY

This position is responsible for administering, planning, and directing the operations and activities of the City Library by performing the following duties:

ESSENTIAL DUTIES AND RESPONSIBILITIES other duties as assigned...

1. Develops and provides dynamic, innovative and financially feasible library services that are aligned with the community, citizens and library users.
2. Proven ability to connect and lead with the community, citizens, patrons and employees.
3. Performs managerial duties related to personnel, budget, collection development, building maintenance, and library operations and services in conformity with the policies established by the City of Astoria and the Oregon State Library.

JOB DUTIES

Library Services and Operation

- Oversees the daily operations of the library, including circulation, programs, community outreach and relations, staff training and development, and collection development in accordance with adopted library policies and long range plans.
- Prepares grant applications for special projects and partners with foundations, endowments, and private contributors to build long-term stability for the library.
- Supervises the development of the library's collections, including selection and de-selection of library materials.
- Supervises cataloging, classifying and processing of materials.
- Prepares agenda items, provides statistical and written reports, and updates the City Council, Library Board, Astor Library Friends Association and the Library Foundation Board concerning library operations.
- Oversees the continual development of the Library's website, social media policies and practices, and other public relations services.
- Manages library operating system and monitors technological advances and developments within the public library field.
- Prepares annual and long-range departmental goals, prepares, and manages and monitors department budget to carry out Council goals and provide the best service possible to the citizens.



Job Description

- Evaluates, develops and recommends programs, techniques and procedures to improve the services and effectiveness of the library.
- Supervises maintenance of library facility which includes working with contractors for scheduled and unscheduled maintenance. Key decision maker in library facilities. Within the context of a major building project, assists in development, design, and construction management.
- Develops and coordinates special library programs and projects.
- Attends local, state, regional and national conference of library associations for continuing education.

Community Relations and Customer Service

- Represents the library in civic, educational and library affairs at state level.
- Responds to inquiries from the public, clubs and other community organizations regarding library objectives, policies and services.
- Researches and responds to various research/reference requests.
- Coordinates news releases and media comments. Interacts with the community, citizens and patrons on matters related to the library.
- Contributes as a member of the City's senior management team.
- Works collaboratively in a team environment with a spirit of cooperation.
- Displays excellent communication skills including presentation, persuasion, and negotiation skills required in working with colleagues and the public including the ability to communicate effectively and remain calm and courteous under pressure.

Personnel Management

- Oversees the recruitment, training, performance management and retention of library personnel.
- Oversees management of the volunteer program to ensure adequate supply of trained volunteers to assist library staff.

Other

- Respectfully takes direction from the City Manager.
- Maintains punctual, regular and predictable attendance.

SUPERVISORY RESPONSIBILITIES

This position supervises both directly and indirectly all staff and volunteers for the library. This includes approximately 5 FTE employees.



Job Description

QUALIFICATIONS

Ability to perform essential job duties with or without reasonable accommodation and without posing a direct threat to safety or health of employee or others. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

A Master's Degree from an accredited MLS program or equivalent; and five or more years related experience and/or training; or equivalent combination of education and experience.

Thorough knowledge of the principles and practices of library science and public library administration is strongly preferred.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to communicate effectively both verbally and in writing; establish and maintain effective working relationships with other City officials, the general public and other library professionals.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

COMPUTER SKILLS

Job requires specialized computer skills. Must be adept at using various applications including public library integrated library systems operating software, database, spreadsheet, report writing, project management, graphics, word processing, presentation creation/editing, communicate by e-mail and use scheduling software.

Experience in system administration of resource sharing and library consortiums, is strongly preferred.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables. Ability to analyze library programs and operations and develop recommendations and solutions.

CERTIFICATES, LICENSES, REGISTRATIONS

Certified Public Library Administrator (CPLA) Certification preferred.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.



Job Description

The employee must regularly lift and /or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, color vision, distance vision, peripheral vision, depth perception and ability to adjust focus. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to walk; sit and taste or smell. The employee is occasionally required to stand; climb or balance and stoop, kneel, crouch, or crawl.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles. The employee is occasionally exposed to wet or humid conditions (non-weather); work near moving mechanical parts; work in high, precarious places; toxic or caustic chemicals; outdoor weather conditions and risk of electrical shock. The noise level in the work environment is usually moderate.

Employee Signature: _____

Employer Representative: _____

Date: _____

RESOLUTION NO. 16-_____

A RESOLUTION ESTABLISHING A BASIC COMPENSATION PLAN FOR THE EMPLOYEES OF THE CITY OF ASTORIA AND ESTABLISHING REGULATIONS FOR THE PLACEMENT OF PRESENT EMPLOYEES WITHIN THE WAGE AND SALARY SCHEDULES PROVIDED

WHEREAS, the establishment of the principles of equal pay for equal work and compensation incentives for continued improvement in service by City employees should result in more efficient and more economical municipal government; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ASTORIA:

SECTION 1. ESTABLISHING PAY PLAN

That there is hereby established a basic compensation plan for employees of the City of Astoria who are now employed, or will in the future be employed, in any of the classifications of employment listed in Sections 4, 5, 6, and 7, which are arranged in collective bargaining units, and Sections 8 and 9, which include employees not in a bargaining unit.

SECTION 2. SALARY AND WAGE SCHEDULES

That the following salary and wage schedules shall constitute the basic compensation plan, consisting of a base or entry rate (A) and four merit steps in the corresponding range on the schedule. Stability Pay shall be part of the basic compensation plan. (See Section 3.12 of the Personnel Policies and Procedures).

SECTION 3. CLASSIFIED POSITION ALLOCATION

That the following is a computed salary schedule and position allocation. All increases above the base rate for each range are called merit steps. Step increases are merit increases and are not automatic but must be earned by the employee. (See Section 3.11 of the Personnel Policies and Procedures). Each range is identified by a number. Each step within the range is identified by a letter; A is the entry rate, with Steps B, C, D, and E. The following salary schedules are listed by employee groups:

SECTION 4. GENERAL/PARKS EMPLOYEES

The following positions and ranges comprise the General/Parks Employees Unit. See "Schedule A" for salaries.

SCHEDULE A

POSITION	RANGE
LIBRARY ASSISTANT	12
ACCOUNTING SUPPORT CLERK	14
ACCOUNTING CLERK ENGINEERING SECRETARY PERMIT TECHNICIAN	18

SCHEDULE A

POSITION	RANGE
SENIOR LIBRARY ASSISTANT	20
RECREATION COORDINATOR	23
COMPUTER ASSISTED DRAFTING (CAD) TECHNICIAN ENGINEERING TECHNICIAN FACILITY COORDINATOR GROUNDS COORDINATOR	26
SENIOR ENGINEERING TECHNICIAN	30

SECTION 5. FIRE DEPARTMENT

The following Positions and Ranges comprise the Fire Department Unit. See "Schedule B" for salaries.

SCHEDULE B

POSITION	RANGE
FIREFIGHTER*	22
DRIVER/ENGINEER*	24
FIRE LIEUTENANT*	28
DEPUTY FIRE CHIEF/TRAINING OFFICER	42
FIRE CHIEF	48

*The salary shown for these positions is for a 56-hour duty week. The conditions set forth below shall be adhered to by the Fire Department personnel:

1. Employees on the off-duty shifts shall be available for emergency service.
2. A shift must be short more than one employee before a replacement is called in. Replacements called in to duty in such a case would receive time and one-half (1/2); every effort must be made by the department to keep overtime pay to a minimum.
3. The duty cycle of the department shall be determined by the Fire Chief with the approval of the City Manager.

SECTION 6. POLICE DEPARTMENT

The following Positions and Ranges comprise the Police Department Unit. See "Schedule C" for salaries.

SCHEDULE C

POSITION	RANGE
RECORDS SPECIALIST	12
SENIOR RECORDS SPECIALIST	14
COMMUNICATIONS OPERATOR	22
POLICE OFFICER	29
COMMUNITY POLICING OFFICER (ROTATING) DETECTIVE (ROTATING ASSIGNMENT)	33
SERGEANT	36
DEPUTY CHIEF OF POLICE	42
POLICE CHIEF/ASSISTANT CITY MANAGER	48

SECTION 7. PUBLIC WORKS

The following positions and Ranges comprise the Public Works Unit. See "Schedule D" for salaries.

SCHEDULE D

POSITION	RANGE
EQUIPMENT SERVICER	14
UTILITY WORKER	18
EQUIPMENT MECHANIC I SWEEPER OPERATOR UTILITY TECHNICIAN	20
UTILITY WORKER II	22
WASTEWATER TREATMENT PLANT OPERATOR WATER QUALITY TECHNICIAN	24
EQUIPMENT MECHANIC II SENIOR BUILDING FACILITIES TECHNICIAN SENIOR UTILITY TECHNICIAN SENIOR UTILITY WORKER STORES SUPERVISOR WATER SOURCE OPERATOR	26

SCHEDULE D

POSITION	RANGE
LEAD UTILITY WORKER WASTEWATER TREATMENT PLANT SUPERVISOR WATER QUALITY SUPERVISOR	28

SECTION 8. MANAGEMENT AND CONFIDENTIAL

The following Positions and Ranges comprise the Management and Confidential Unit. See "Schedule E" for salaries.

SCHEDULE E

POSITION	RANGE
ADMINISTRATIVE ASSISTANT	18
EXECUTIVE SECRETARY	20
ADMINISTRATIVE SERVICES MANAGER FINANCIAL ANALYST	28
FINANCE OPERATIONS SUPERVISOR	30
EQUIPMENT MAINTENANCE SUPERVISOR	32
ASSISTANT PUBLIC WORKS SUPERINTENDENT FINANCIAL REPORT MANAGER PROJECT MANAGER/CITY PLANNER	34
AQUATIC PROGRAM MANAGER	35
PARKS MAINTENANCE SUPERVISOR	36
BUILDING OFFICIAL/CODE ENFORCEMENT OFFICER PUBLIC WORKS SUPERINTENDENT	38
EMERGENCY COMMUNICATIONS MANAGER LIBRARY DIRECTOR	40
ASSISTANT CITY ENGINEER LIBRARY DIRECTOR	45
CITY ENGINEER	47
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES PARKS AND RECREATION DIRECTOR PUBLIC WORKS DIRECTOR	49
COMMUNITY DEVELOPMENT DIRECTOR	51

SECTION 9. TEMPORARY PERSONNEL

Police Reserve: \$11.00 (Schedule F, Range 1A 9) per training session, \$11.00 per hour assigned duty. Police Reserve rate of pay for dances, festivals, and similar duties shall be 1-1/2 times Range 29A.

All drills and training sessions must be officially approved.

CONTINGENT SEASONAL WORK

The following are positions for which temporary or seasonal employees may be hired. See "Schedule F-1" and "Schedule F-2" for salaries.

SCHEDULE F-1

DEPARTMENT	JOB TITLES
LIBRARY	LIBRARY ASSISTANT
PARKS & RECREATION	LIFEGUARD SWIM INSTRUCTOR RECREATION LEADER I RECREATION LEADER II PARKS LABORER
POLICE	TEMPORARY COMMUNITY SERVICE OFFICER
DEPARTMENT	JOB TITLES
PUBLIC WORKS	PUBLIC WORKS LABORER WEEKEND WATER OPERATOR

SCHEDULE F-2

DEPARTMENT	JOB TITLES	STEP
ALL DEPARTMENTS	CLERICAL AIDE	14
FINANCE	ACCOUNTING SUPPORT CLERK PARKING CONTROL OFFICER	19 24
LIBRARY	LIBRARY PAGE I LIBRARY PAGE II LIBRARY ASSISTANT SENIOR LIBRARY ASSISTANT	14 16 19 31
PARKS & RECREATION	CASHIER HEAD CASHIER	14 16

SECTION 10. ADVANCEMENT WITHIN RANGE

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.

SECTION 11. EXCEPTIONAL AND ADDITIONAL INCREASES

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.

SECTION 12. STABILITY PAY

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Section 3.12. The table below lists the stability pay for the different employee groups:

General/Parks Union Employees	Step E of pay range	Schedule A
Fire IAFF Union	Step A of pay range	Schedule B
Fire Management	Step A of pay range	Schedule B
Police Union (sworn)	Step E of pay range	Schedule C
Police Union (nonsworn)	Step A of pay range	Schedule C
Police Management	Step E of pay range	Schedule C
Public Works Union	Step E of pay range	Schedule D
Management and Confidential	Step E of pay range	Schedule E

SECTION 13. RESPONSIBILITY PAY

As authorized in the City of Astoria's Personnel Policies and Procedures, Compensation Plan, Sections 3.13.

SECTION 14. REPEAL OF RESOLUTIONS

Resolution No. 16-01 adopted by the City Council on February 1, 2016 is hereby repealed and superseded by this resolution.

SECTION 15. EFFECTIVE DATE

The provisions of this resolution shall become effective June 1, 2016.

ADOPTED BY THE CITY COUNCIL THIS 18TH DAY OF APRIL, 2016.

APPROVED BY THE MAYOR THIS 18TH DAY OF APRIL, 2016.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION:

YEA

NAY

ABSENT

Councilor Nemlowill

Herzig

Price

Warr

Mayor LaMear

MANAGER\RES\SALARY RES PROPOSED

SALARY SCHEDULES

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**GENERAL/PARKS UNION EMPLOYEES
SCHEDULE A
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Library Assistant	12	A	2,513.75	30,165	14.50
		B	2,639.44	31,673	15.23
		C	2,771.41	33,257	15.99
		D	2,909.98	34,920	16.79
		E	3,055.48	36,666	17.63
Accounting Support Clerk	14	A	2,629.43	31,553	15.17
		B	2,760.90	33,131	15.93
		C	2,898.94	34,787	16.72
		D	3,043.89	36,527	17.56
		E	3,196.08	38,353	18.44
Accounting Clerk Engineering Secretary Permit Technician	18	A	2,903.50	34,842	16.75
		B	3,048.67	36,584	17.59
		C	3,201.11	38,413	18.47
		D	3,361.16	40,334	19.39
		E	3,529.22	42,351	20.36
Senior Library Assistant	20	A	3,054.19	36,650	17.62
		B	3,206.90	38,483	18.50
		C	3,367.24	40,407	19.43
		D	3,535.61	42,427	20.40
		E	3,712.39	44,549	21.42
Recreation Coordinator	23	A	3,290.84	39,490	18.99
		B	3,455.38	41,465	19.93
		C	3,628.15	43,538	20.93
		D	3,809.56	45,715	21.98
		E	4,000.03	48,000	23.08
CAD Technician Engineering Technician Facility Coordinator Grounds Coordinator	26	A	3,542.64	42,512	20.44
		B	3,719.77	44,637	21.46
		C	3,905.76	46,869	22.53
		D	4,101.05	49,213	23.66
		E	4,306.10	51,673	24.84
Senior Engineering Technician	30	A	3,905.08	46,861	22.53
		B	4,100.33	49,204	23.66
		C	4,305.35	51,664	24.84
		D	4,520.62	54,247	26.08
		E	4,746.65	56,960	27.38

**FIRE UNION EMPLOYEES
SCHEDULE B
EFFECTIVE JANUARY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY	OVERTIME
Firefighter	22	A	4,260.19	51,122	17.5076	26.2614
		B	4,473.20	53,678	18.3830	27.5745
		C	4,696.86	56,362	19.3022	28.9532
		D	4,931.70	59,180	20.2673	30.4009
		E	5,178.29	62,139	21.2806	31.9209
Includes 2.0% Stability		C	4,782.06	57,385	19.6523	29.4785
		D	5,016.90	60,203	20.6174	30.9261
		E	5,263.49	63,162	21.6308	32.4462
Includes 3.5% Stability		C	4,845.96	58,152	19.9149	29.8724
		D	5,080.81	60,970	20.8800	31.3201
		E	5,327.39	63,929	21.8934	32.8401
Includes 4.5% Stability		C	4,888.65	58,664	20.0903	30.1355
		D	5,123.49	61,482	21.0555	31.5832
		E	5,370.08	64,441	22.0688	33.1032
Includes 6.0% Stability		C	4,952.55	59,431	20.3530	30.5294
		D	5,187.40	62,249	21.3181	31.9771
		E	5,433.98	65,208	22.3314	33.4971
Driver/Engineer	24	A	4,478.39	53,741	18.4044	27.6065
		B	4,702.31	56,428	19.3246	28.9869
		C	4,937.43	59,249	20.2908	30.4362
		D	5,184.21	62,211	21.3050	31.9575
		E	5,443.42	65,321	22.3702	33.5554
Includes 2.0% Stability		C	5,027.00	60,324	20.6589	30.9883
		D	5,273.78	63,285	21.6731	32.5096
		E	5,532.99	66,396	22.7383	34.1075
Includes 3.5% Stability		C	5,094.17	61,130	20.9350	31.4024
		D	5,340.96	64,091	21.9491	32.9237
		E	5,600.17	67,202	23.0144	34.5216
Includes 4.5% Stability		C	5,138.96	61,667	21.1190	31.6785
		D	5,385.74	64,629	22.1332	33.1998
		E	5,644.95	67,739	23.1984	34.7976
Includes 6.0% Stability		C	5,206.13	62,474	21.3951	32.0926
		D	5,452.92	65,435	22.4092	33.6139
		E	5,712.13	68,546	23.4745	35.2117
Fire Lieutenant	28	A	4,934.58	59,215	20.2791	30.4186
		B	5,181.30	62,176	21.2930	31.9396
		C	5,440.37	65,284	22.3577	33.5365
		D	5,712.39	68,549	23.4756	35.2134
		E	5,998.01	71,976	24.6493	36.9740
Includes 2.0% Stability		C	5,538.89	66,467	22.7626	34.1439
		D	5,810.91	69,731	23.8805	35.8207
		E	6,096.70	73,160	25.0549	37.5824
Includes 3.5% Stability		C	5,612.91	67,355	23.0668	34.6002
		D	5,885.10	70,621	24.1853	36.2780
		E	6,170.72	74,049	25.3591	38.0387
Includes 4.5% Stability		C	5,662.26	67,947	23.2696	34.9043
		D	5,934.44	71,213	24.3881	36.5822
		E	6,220.06	74,641	25.5619	38.3429
Includes 6.0% Stability		C	5,736.28	68,835	23.5737	35.3606
		D	6,008.46	72,102	24.6923	37.0385
		E	6,294.08	75,529	25.8661	38.7991

**FIRE MANAGEMENT
SCHEDULE B
EFFECTIVE FEBRUARY 2, 2015**

POSITION	MONTHLY	YEARLY	HOURLY
Deputy Fire Chief	7,478.29	92,456	43.1440
Fire Chief	8,244.01	98,928	47.5616

POLICE UNION EMPLOYEES SCHEDULE C EFFECTIVE JANUARY 1, 2016					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Records Specialist	12	A	2,702.32	32,428	15.59
		B	2,837.43	34,049	16.37
		C	2,979.30	35,752	17.19
		D	3,128.27	37,539	18.05
		E	3,284.68	39,416	18.95
Senior Records Specialist	14	A	2,837.61	34,051	16.37
		B	2,979.49	35,754	17.19
		C	3,128.47	37,542	18.05
		D	3,284.89	39,419	18.95
		E	3,449.13	41,390	19.90
Communications Operator	22	A	3,465.46	41,585	19.99
		B	3,638.73	43,665	20.99
		C	3,820.67	45,848	22.04
		D	4,011.70	48,140	23.14
		E	4,212.29	50,547	24.30
Police Officer	29	A	4,117.77	49,413	23.76
		B	4,323.66	51,884	24.94
		C	4,539.84	54,478	26.19
		D	4,766.83	57,202	27.50
		E	5,005.17	60,062	28.88
Community Policing Officer Detective	33	A	4,538.65	54,464	26.18
		B	4,765.58	57,187	27.49
		C	5,003.86	60,046	28.87
		D	5,254.05	63,049	30.31
		E	5,516.76	66,201	31.83

POLICE SWORN MANAGEMENT SCHEDULE C EFFECTIVE JANUARY 1, 2016					
Sergeant	36	A	4,867.52	58,410	28.08
		B	5,110.89	61,331	29.49
		C	5,366.44	64,397	30.96
		D	5,634.76	67,617	32.51
		E	5,916.50	70,998	34.13
Deputy Chief of Police	42	A	5,580.98	66,972	32.20
		B	5,860.03	70,320	33.81
		C	6,153.03	73,836	35.50
		D	6,460.68	77,528	37.27
		E	6,783.71	81,405	39.14
Chief of Police/Assistant City Manager	48	A	6,214.68	74,576	35.85
		B	6,525.41	78,305	37.65
		C	6,851.68	82,220	39.53
		D	7,194.26	86,331	41.51
		E	7,553.98	90,648	43.58

**PUBLIC WORKS UNION EMPLOYEES
SCHEDULE D
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Equipment Servicer	14	A	2,828.44	33,941	16.32
		B	2,969.86	35,638	17.13
		C	3,118.35	37,420	17.99
		D	3,274.27	39,291	18.89
		E	3,437.98	41,256	19.83
Utility Worker	18	A	3,118.12	37,417	17.99
		B	3,274.02	39,288	18.89
		C	3,437.72	41,253	19.83
		D	3,609.61	43,315	20.82
		E	3,790.09	45,481	21.87
Equipment Mechanic I Sweeper Operator Utility Technician	20	A	3,279.12	39,349	18.92
		B	3,443.07	41,317	19.86
		C	3,615.23	43,383	20.86
		D	3,795.99	45,552	21.90
		E	3,985.79	47,829	22.99
Utility Worker II	22	A	3,454.72	41,457	19.93
		B	3,627.45	43,529	20.93
		C	3,808.83	45,706	21.97
		D	3,999.27	47,991	23.07
		E	4,199.23	50,391	24.23
Wastewater Treatment Plant Operator Water Quality Technician	24	A	3,623.57	43,483	20.91
		B	3,804.75	45,657	21.95
		C	3,994.99	47,940	23.05
		D	4,194.74	50,337	24.20
		E	4,404.48	52,854	25.41
Equipment Mechanic II Senior Building Facilities Technician Senior Utility Technician Senior Utility Worker Stores Supervisor Water Source Operator	26	A	3,808.84	45,706	21.97
		B	3,999.28	47,991	23.07
		C	4,199.25	50,391	24.23
		D	4,409.21	52,911	25.44
		E	4,629.67	55,556	26.71
Lead Utility Worker Wastewater Treatment Plant Supervisor Water Quality Supervisor	28	A	3,991.09	47,893	23.03
		B	4,190.64	50,288	24.18
		C	4,400.17	52,802	25.39
		D	4,620.18	55,442	26.65
		E	4,851.19	58,214	27.99

**MANAGEMENT AND CONFIDENTIAL EMPLOYEES
SCHEDULE E
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Administrative Assistant	18	A	2,932.59	35,191	16.92
		B	3,079.22	36,951	17.76
		C	3,233.18	38,798	18.65
		D	3,394.84	40,738	19.59
		E	3,564.59	42,775	20.56
Executive Secretary	20	A	3,077.03	36,924	17.75
		B	3,230.88	38,771	18.64
		C	3,392.42	40,709	19.57
		D	3,562.04	42,744	20.55
		E	3,740.14	44,882	21.58
Administrative Services Manager Financial Analyst	28	A	3,749.90	44,999	21.63
		B	3,937.39	47,249	22.72
		C	4,134.26	49,611	23.85
		D	4,340.98	52,092	25.04
		E	4,558.03	54,696	26.30
Finance Operations Supervisor	30	A	3,937.53	47,250	22.72
		B	4,134.40	49,613	23.85
		C	4,341.12	52,093	25.04
		D	4,558.18	54,698	26.30
		E	4,786.09	57,433	27.61
Equipment Maintenance Supervisor	32	A	4,139.05	49,669	23.88
		B	4,346.00	52,152	25.07
		C	4,563.30	54,760	26.33
		D	4,791.46	57,498	27.64
		E	5,031.04	60,372	29.03
Assistant Public Works Superintendent Financial Report Manager Project Manager/City Planner (as of 8-3-15)	34	A	4,346.85	52,162	25.08
		B	4,564.19	54,770	26.33
		C	4,792.40	57,509	27.65
		D	5,032.02	60,384	29.03
		E	5,283.62	63,403	30.48
Aquatic Program Manager	35	A	4,459.64	53,516	25.73
		B	4,682.62	56,191	27.02
		C	4,916.75	59,001	28.37
		D	5,162.59	61,951	29.78
		E	5,420.71	65,049	31.27
Parks Maintenance Supervisor	36	A	4,566.06	54,793	26.34
		B	4,794.37	57,532	27.66
		C	5,034.08	60,409	29.04
		D	5,285.79	63,429	30.49
		E	5,550.08	66,601	32.02
Bldg Official/Code Enforcement Officer Public Works Superintendent	38	A	4,806.78	57,681	27.73
		B	5,047.12	60,565	29.12
		C	5,299.48	63,594	30.57
		D	5,564.45	66,773	32.10
		E	5,842.67	70,112	33.71

**MANAGEMENT AND CONFIDENTIAL EMPLOYEES
SCHEDULE E
EFFECTIVE JULY 1, 2015**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Emergency Communications Manager Library Director	40	A	5,055.30	60,664	29.17
		B	5,308.07	63,697	30.62
		C	5,573.47	66,882	32.15
		D	5,852.15	70,226	33.76
		E	6,144.75	73,737	35.45
Assistant City Engineer Library Director (as of 6-1-16)	45	A	5,716.76	68,601	32.98
		B	6,002.60	72,031	34.63
		C	6,302.73	75,633	36.36
		D	6,617.86	79,414	38.18
		E	6,948.76	83,385	40.09
City Engineer	47	A	6,004.51	72,054	34.64
		B	6,304.73	75,657	36.37
		C	6,619.97	79,440	38.19
		D	6,950.97	83,412	40.10
		E	7,298.52	87,582	42.11
Finance Director Parks And Recreation Director Public Works Director	49	A	6,308.57	75,703	36.40
		B	6,624.00	79,488	38.22
		C	6,955.20	83,462	40.13
		D	7,302.96	87,635	42.13
		E	7,668.10	92,017	44.24
Community Development Director	51	A	6,624.19	79,490	38.22
		B	6,955.40	83,465	40.13
		C	7,303.17	87,638	42.13
		D	7,668.33	92,020	44.24
		E	8,051.74	96,621	46.45

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JANUARY 1, 2014**

RANGE	STEP	HOURLY	RANGE	STEP	HOURLY
1A	1	9.10	2	1	21.00
	2	9.25		2	22.00
	3	9.50		3	23.00
	4	9.75		4	24.00
	5	10.00		5	25.00
	6	10.25		6	26.00
	7	10.50		7	27.00
	8	10.75		8	28.00
	9	11.00		9	29.00
	10	11.25		10	30.00
	11	11.50		11	31.00
	12	11.75		12	32.00
	13	12.00		13	33.00
	14	12.25		14	34.00
	15	12.50		15	35.00
RANGE	STEP	HOURLY	RANGE	STEP	HOURLY
1B	1	12.75	3	1	37.50
	2	13.00		2	40.00
	3	13.25		3	42.50
	4	13.50		4	45.00
	5	13.75		5	47.50
	6	14.00		6	50.00
	7	14.25		7	52.50
	8	14.50		8	55.00
	9	14.75		9	57.50
	10	15.00		10	60.00
	11	15.25		11	62.50
	12	15.50		12	65.00
	13	15.75		13	67.50
	14	16.00		14	70.00
	15	16.25		15	72.50
RANGE	STEP	HOURLY	RANGE	STEP	HOURLY
1C	1	16.50	4	1	80.00
	2	16.75		2	85.00
	3	17.00		3	90.00
	4	17.25		4	95.00
	5	17.50		5	100.00
	6	17.75		6	105.00
	7	18.00		7	110.00
	8	18.25		8	115.00
	9	18.50		9	120.00
	10	18.75		10	125.00
	11	19.00	RANGE	STEP	HOURLY
	12	19.25	5	1	130.00
	13	19.50		2	140.00
	14	19.75		3	150.00
	15	20.00		4	160.00
				5	170.00
				6	180.00
				7	190.00
				8	200.00

**GENERAL TEMPORARY EMPLOYEES
SCHEDULE F-2
EFFECTIVE JULY 1, 2013**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Clerical Aide (all depts.) Library Page I Parks Cashier	14	A	1,585.94	19,031	9.1496
		B	1,665.23	19,983	9.6071
		C	1,748.50	20,982	10.0870
		D	1,835.92	22,031	10.5920
		E	1,927.72	23,133	11.1210
Library Page II Parks Head Cashier	16	A	1,666.40	19,997	9.6139
		B	1,749.72	20,997	10.0950
		C	1,837.21	22,047	10.5990
		D	1,929.07	23,149	11.1290
		E	2,025.52	24,306	11.6860
Finance Accounting Support Clerk Library Assistant	19	A	1,792.86	21,514	10.3430
		B	1,882.50	22,590	10.8610
		C	1,976.63	23,720	11.4040
		D	2,075.46	24,906	11.9740
		E	2,179.23	26,151	12.5730
Parking Control Officer	24	A	2,029.61	24,355	11.7090
		B	2,131.09	25,573	12.2950
		C	2,237.65	26,852	12.9100
		D	2,349.53	28,194	13.5550
		E	2,467.01	29,604	14.233
Senior Library Assistant	31	A	2,380.73	28,569	13.7350
		B	2,499.77	29,997	14.4220
		C	2,624.75	31,497	15.1430
		D	2,755.99	33,072	15.9000
		E	2,893.79	34,726	16.6950



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

REGULAR AGENDA ITEMS

Item 7(f) Affordable Housing Code Amendments – Vacation Rentals (Community Development)

(No documentation is included for this agenda item)



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

EXECUTIVE SESSION

Item 9(a) ORS 192.660(2)(h) – Legal Counsel

(No documentation is included for this agenda item)
