



AGENDA

ASTORIA CITY COUNCIL

MONDAY, July 17, 2017
7:00 PM
2nd Floor Council Chambers
1095 Duane Street · Astoria OR 97103

1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATION

- a) Bruce Berney Archives Proclamation
- b) Proclamation Ebba Wicks Brown Day July 21, 2017
- c) Designation of July as Park and Recreation Month

4. REPORTS OF COUNCILORS

5. CHANGES TO AGENDA

6. CONSENT

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

- a) Astoria City Council Work Session Minutes, June 14, 2017
- b) Board Minutes: Library Board, May 23, 2017
- c) Human Resources Services Contract (Finance)
- d) Contract for Tow Services (Police)
- e) Lease Agreement with Astoria Regatta Association for use of the East Portion of Heritage Square (City Manager)

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) Salary Resolution Establishing Basic Compensation Plan Cost of Living Wage Adjustments Part-Time Employees Schedule F-2 (Finance)
- b) Liquor License Application from Samuel McDaniel, Doing Business as Astoria Downtown Market, Located at 1020 Commercial Street, Suite A, Astoria for a Change of Ownership for an Off-Premises Sales License. (Finance)
- c) Implementing Parks and Recreation Department Funding Scenarios. Public Hearing: Ordinance Amending Code Section 8.045.2 Increasing Transient Tax; Public Hearing: Ordinance Adopting a Parks and Recreation Fee (Parks)

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

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



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

July 11, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: ASTORIA CITY COUNCIL MEETING OF JULY 17, 2017

PROCLAMATION

Item 3(a): Bruce Berney Archives Proclamation

The Astoria Public Library is the repository of a special collection of items currently known as the Astoriana Collection. During the tenure of City Librarian Bruce Berney the collection grew to include first edition copies of the Lewis & Clark Expedition and Washington Irving's Astoria. Mayor Arline LaMear will proclaim the renaming of the Astoriana Collection to the Bruce Berney Archives in honor of his work in the preservation of all things Astoria.

Item 3(b): Proclamation Ebba Wicks Brown Day July 21, 2017

Local Architect, Ebba Wicks Brown's contributions to Astoria should be celebrated for the pioneering contributions to the history of women in architecture, to the development of Northwest Regional style architecture, and for her thoughtful design of numerous buildings which highlight that Astoria's architectural history. Mayor Arline LaMear will proclaim July 21, 2017 as Ebba Wicks Brown Day in Astoria.

Item 3(c): Designation of July as Park and Recreation Month

Recognizing the importance of park and recreation facilities Mayor Arline LaMear will proclaim the month of July as Park and Recreation Month.

CONSENT CALENDAR

Item 5(a): Astoria City Council Work Session Minutes for June 14, 2017

The minutes of the City Council Work Session meetings of June 14, 2017 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(b): Board Minutes: Library Board, May 23, 2017

The minutes of the Library Board on May 23, 2017 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 5(c): Human Resources Services Contract (Finance)

The Human Resource (HR) administrative functions of the City have been the primary responsibilities of the Director of Finance and Administrative Services since 2011. Higher level services and support have been met through a contract with Xenium, a private sector HR consulting service company based in Portland.

Xenium's service contract remains unchanged at \$2,475 per month or \$29,700 annually. Funding is contained in the Non-Departmental – Unallocated, Professional Services of the General Fund of the 2017-18 adopted budget. Collaboration between the Director of Finance and Administrative Services with Xenium provides a flexible and dynamic model to handle various scenarios related to HR activities.

Item 5(d): Contract for Tow Services (Police)

The Police Department contracts for towing services when needed. The department has need to have vehicles towed in many circumstances. The towing contract also covers any vehicles owned by the City. The most recent contract with Classic Towing is expired. The City also maintains a non preference tow list that allows for a fair and equitable rotation of tows requested by private parties.

The Police Department issued a request for proposals including a proposed contract. This request for proposals was sent to the three local tow companies who advertise doing business in the area. Only one vendor replied with a proposal. That proposal was from Classic Towing. The proposal is an increase in pricing from the contract negotiated in 2014. Proposed increases are included in the memo.

Additionally, the Police Department has requested several financial remedies for violations of the contract. The remedies are in place to address problems that may arise in some limited cases. The contract has been reviewed and approved as to form by City Attorney Henningsgaard.

It is recommended that council approve the Tow Services Agreement with Classic Towing.

Item 5(e): Lease Agreement with Astoria Regatta Association for use of the East Portion of Heritage Square (City Manager)

The Astoria Regatta Association is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events. The time frame for the lease would be for Saturday, August 12, 2017, from 6:00 a.m. to 6:00 p.m. It is requested that the Heritage Square site be leased for \$1.00. City Attorney Henningsgaard has approved the Lease Agreement as to form. It is recommended that Council approve the Lease Agreement with the Astoria Regatta Association.

REGULAR CALENDAR

Item 6(a): Salary Resolution Establishing Basic Compensation Plan Cost of Living Wage Adjustments Part-Time Employees Schedule F-2 (Finance)

The adjustment for Schedule F-2 was not appropriately reflected in the Salary Resolution presented at the July 3, 2017 Council Meeting. This resolution contains the updated F-2 Schedule which reflects Oregon minimum wage change which is effective July 1, 2017. The proposed resolution implements the following change retroactive to July 1, 2017:

Part-time Group	Adjustments to reflect (Schedules F-2) increase due to Oregon minimum wage, effective July 1, 2017
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Item 6(b): Liquor License Application from Samuel McDaniel, Doing Business as Astoria Downtown Market, Located at 1020 Commercial Street, Suite A, Astoria for a Change of Ownership for an Off-Premises Sales License. (Finance)

A liquor license application has been filed by Samuel McDaniel for Astoria Downtown Market. This application is a Change of Ownership for an Off-Premises Sales License. The appropriate Departments have reviewed the application and it is recommended that Council consider approval of the application.

Item 6(c): Implementing Parks and Receptions Department Funding Scenarios. Public Hearing: Ordinance Amending Code Section 8.045.2 Increasing Transient Tax; Public Hearing: Ordinance Adopting a Parks and Recreation Fee (Parks)

Cuts to the Parks and Recreation Department's budget combined with increases in services has left the Department imbalanced, and unable to continue providing for the 310 acres of park land, Aquatic Center, and

numerous recreation programs the community has grown to enjoy. Over the past 6 months, City Council has been discussing how to create a more sustainable Parks and Recreation department by either reducing services, increasing revenue or a combination of both. One scenario discussed was the “Life Raft” scenario, which would provide just enough relief to stabilize services, while a longer term solution is explored. Included in the memo are several options and recommendations to fund the “Life Raft” scenario and recommended service reductions if additional funding is not achieved.



CITY OF ASTORIA

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PROCLAMATION

WHEREAS, the Astoria Public Library contains a rich and full collection of the history of Astoria for all citizens to enjoy; and

WHEREAS, Bruce Berney served 30 years as our Library Director; and

WHEREAS, during his tenure he further developed what is known as the Astoriana Collection to include guiding the purchase of the first edition of our Lewis & Clark journals along with a first edition of Washington Irving's Astoria; and

WHEREAS, the citizens of Astoria as represented by their Common Council wish to express their gratitude.

NOW, THEREFORE, BE IT RESOLVED in honor of Bruce Berney's contributions to preserving the history of Astoria for present and future generations, the City of Astoria hereby designates the Astoriana Collection

THE BRUCE BERNEY ARCHIVES

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 17th day of July, 2017.



Mayor



CITY OF ASTORIA
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PROCLAMATION

WHEREAS, Ebba Lenore Wicks was born in Astoria, Oregon on January 15, 1914, to prominent local architect John E. Wicks and Maria Cederberg, joining her two older sisters, Ethel and Esther;

WHEREAS, Ebba Lenore Wicks graduated from Astoria High School in 1932, attending high school in a building designed by her father in 1909; and which she later helped to renovate as part of the Clatsop Community College campus during the 1960s;

WHEREAS, Ebba Lenore Wicks ventured off to college at University of Oregon in Eugene and then returned to Astoria to assist her father at his architectural firm, JE Wicks, collaborating with him to design the Armory building in 1942; the Church of Christian Scientists and the Zion Lutheran Church in 1951; and several of Astoria's first residences incorporating the influence of International Style architecture, including 1178 Lexington Ave and 1421 Jerome Ave;

WHEREAS, Ebba Lenore Wicks, in 1942, became the second woman in Oregon to become a licensed architect by examination;

WHEREAS, Ebba Lenore Wicks left Oregon to study architecture in Michigan and earned her Master of Architecture and Urban Design from Cranbrook Academy of Art in 1946, completing her degree program with a final project on city planning and future development in Astoria;

WHEREAS, Ebba Lenore Wicks married fellow architect Ernest Brown, taking the name of Ebba Wicks Brown and joined forces with her father and husband to become Wicks and Brown in 1954, Brown & Brown in 1963 and Brown, Brown and Grider in 1969, all in Astoria;

WHEREAS, Oregon Governor Mark O. Hatfield appointed Ebba Wicks Brown the first woman on the Oregon State Board of Architect Examiners on June 24, 1960;

WHEREAS, Ebba Wicks Brown, along with fellow architects in her firms, had a substantial hand in designing numerous Astoria landmarks, including the First Congregational Church, Astor Library and Veterans Memorial, Clatsop Community College's Badollet Library, Astoria Public Service Building, and the Columbia River Maritime Museum;

WHEREAS, Ebba and Ernest Wicks personal home, located at 160 Skyline Ave, along with residences at 1080 Niagara Ave, 390 Franklin Ave and 496 37th Street are prominent extant examples of her knowledge, appreciation of and contributions to Northwest Regional architecture;

WHEREAS, Ebba Wicks Brown died on April 15, 2006 and is interred at the City of Astoria's Ocean View Cemetery in Warrenton;

NOW, THEREFORE, be it resolved, that Ebba Wicks Brown's contributions to Astoria should be celebrated for the pioneering contributions to the history of women in architecture, to the development of Northwest Regional style architecture, and for her thoughtful design of numerous buildings which highlight that Astoria's architectural history is not strictly Victorian and Craftsman but also includes Modern, International and Northwest Regional styles;

BE IT FURTHER RESOLVED that July 21, the 75th Anniversary of Ebba Wicks Brown's registration as an architect in Oregon, shall hereby be recognized as

EBBA WICKS BROWN DAY IN ASTORIA

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 17th day of July, 2017.



Mayor



CITY OF ASTORIA
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PROCLAMATION

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including Astoria; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, Astoria recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, BE IT RESOLVED the City of Astoria hereby recognizes July as

PARK AND RECREATION MONTH IN ASTORIA

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 17th day of July, 2017.



Mayor

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

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

Councilors Excused: None

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

ADVANCE ASTORIA

Director Cronin updated City Council on the Advance Astoria Project, which would be presented to Council for formal adoption as an amendment to the Comprehensive Plan on June 19th. He presented the draft Economic Development Strategy and asked Councilors to provide feedback.

Staff shared details about a new residential development project and Council discussed a variety of potential development projects throughout Astoria. They discussed the possibility of working with a particular property owner to open up land for industrial use. The property contains some warehouses and vacant land and the owner is aware that the City would like his property to be developed.

Director Cronin confirmed for Councilor Brownson that a former Pacific Power substation site and the Astoria Ford site were brown fields.

City Council reviewed and discussed the Vision statement with Staff. Staff explained the intent of the language used in the statement and how goals were set. Staff also confirmed that goals would be tracked.

Staff discussed the possibility of partnering with community organizations to implement a branding strategy. The City's role would be to facilitate a strategy that local business owners could use to promote their services and products as being local to Astoria. After some discussion about potential partners, City Council agreed a branding strategy that included community partners would be beneficial.

Council and Staff discussed the concepts that were removed from the Economic Development Strategy by the advisory committee. Some of the concepts included outdoor recreation, internet technology, arts and culture, and education. Staff explained why each concept had been cut and Council provided the following feedback:

- Outdoor recreation should be included in the strategy under the section on place making.
- Arts and culture would not provide high wage jobs, but did bring economic development to the community by adding to the city's livability. Staff noted that the county was planning an arts and culture initiative.
- Astoria does not have the infrastructure to support internet technology and the City does not have a role in K-12 education.

Staff confirmed for Council that economic development strategies would be implemented citywide and all sections of town would be supported equally. The advisory committee did not focus on Tongue Point because the area would need \$10 to \$20 million in infrastructure improvements before growth could begin and several jurisdictions would be involved in any development. Additionally, those jurisdictions could change in the next few years if the Port of Astoria chose not to renew their lease.

The Maritime Strategy was briefly discussed. Staff explained the intent was to encourage supply chains that would support maritime industry. Councilor Jones agreed that a strategy for Tongue Point should be omitted for now, but discussed again in a year after considering the Coast Guard cutters and the Port's lease at Tongue Point. Staff confirmed for Council that filtration capacity was the biggest limiting factor for seafood processing. The advisory committee had agreed logging should not be included in the strategy because most logging activities occurred outside city limits and Clatsop Economic Development Resources (CEDR) had already

included logging in their countywide strategy. Councilors Brownson and Nemlowill agreed the City should support the Port's expansion of boatyards.

Director Cronin confirmed he would make edits to the strategy based on the comments made at this work session. He would also begin working on the City Council agenda packet for Monday's meeting. The consultant would give a presentation before the public hearing. He believed implementation of the strategy would require another work session, possibly in the fall. An annual report to Council would be beneficial for Staff and the City's stakeholders.

Rezoning and enterprise zones were briefly discussed. Staff explained that the State imposes requirements on overwater properties, which make it difficult to support certain businesses. Staff recommended redefining the zoning classifications and looking for creative ways to allow for redevelopment opportunities. They shared details about past projects that required Staff to get creative or could not be approved because of State laws. Councilor Brownson was concerned about the advisory committee's desire for zoning changes because those changes might not align with the City's goals. Staff noted that implementation of the Riverfront Vision Plan had already resolved some zoning issues.

Director Cronin confirmed for Councilor Jones that Staff was working on a tracking mechanism for potential projects and new applications. The information would be published online and Staff would be reconsidering the development review processes.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:40 am.

ATTEST:

APPROVED:

Finance Director

City Manager

Astoria Library Board Meeting

Astoria Public Library

May 23, 2017

5:30 pm.

Present: Library Board members Kate Summers, David Oser, and Chris Womack. Staff Library Director Jimmy Pearson.

Excused: Kimberley Chaput and Susan Stein

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

Approval of Agenda: The agenda was approved as presented.

Approval of Minutes: The notes of the April 25, 2017 meeting were approved with the following change:

- Update on Foundation, second paragraph – “David Oser noted that City Council had ***not yet*** approved funding and he believed the drawings would help the foundation raise funds. ***David Oser noted that the Foundation hoped City Council would approve funding for architectural drawings as a result of the presentation.***”

Board Reports: There were none.

Library Director’s Report:

Director Pearson’s report was as follows:

- Library Facilities – The automatic door was installed on May 15th and he has confirmed that the artist was okay with the placement of the button. The water fountain will be installed on June 5th and will include a bottle filler. Accent walls will be painted back to their original color, the foyer will be repaired, and furniture will be repositioned.
- Library Programs – The Summer Reading Program will begin June 10th. City Council’s work session has been changed to an informal meeting to discuss the McClure Park Master Plan and the library’s presentation. Staff will ask Council to vote on the library renovation. Director Pearson planned to coordinate with Kate Summers and Willis Van Dusen prior to the meeting.
- IT Update – Multimedia components have been ordered and the library will offer Apple TV and Chromecast. He is talking with iFocus about the possibility of offering Chromebooks.
- Director’s Activities – The library will close at 4:00 pm on May 30th so Staff can set up for the meeting with City Council. Historic documents and other items of interest related to the library will be displayed at City Hall for the public to view and discuss. On Friday, he met with FFA Architects, who worked on City Hall, to learn more about the renovation process and discuss possibilities for the Astoria Library. FFA recommended next steps with some general cost estimates.

Director Pearson explained that once the architectural firm has completed designs, the firm’s participation in the process would pause while the Foundation completes their capital campaign. When the fundraising is complete, the same firm will begin working on next steps. It is important to use a firm with library experience and hire local contractors. Hacker and Associates is also interested in the project.

Chris Womack asked for update on the proposed library budget for the next fiscal year. Director Pearson said the proposed budget shows a \$5,500 reduction from the previous year because he does not plan to renew Freegal or Mango Languages and staffing expenses will increase by almost one full-time employee because he will schedule everyone for 20 hours per week. The Logan Memorial Trust has \$872,040 for the renovation. Carbon credits total \$750,000 and \$158,000 has been earmarked for building maintenance. The design process will begin after City Council votes.

Update on ALFA Activities:

Director Pearson said ALFA’s budget was about \$3,300 and their next meeting would be in June. ALFA is trying to decide if Phog Bounders should continue because Better World Books is bringing in more money.

Update on Foundation:

David Oser reported that the Foundation received a \$15,000 grant from the Oregon Community Foundation for capacity building, which brings their bank balance to about \$34,000 or \$35,000. The Foundation still has several outstanding capacity building grant applications. Once City Council makes a decision, the Foundation will have a good base to begin fundraising activities.

Director Pearson confirmed the City Council meeting was scheduled for May 30th at 6:00 pm. He will meet with Willis Van Dusen prior to the meeting to finalize the details of the presentation. David Oser is prepared to discuss finances. The Board and Staff briefly discussed how City Council's vote would impact fundraising.

New Business:

Item 8(a): Election of Officers

This item was postponed to the June meeting since two board members were absent.

Old Business: There was none.

Public Comments: There were none.

Items for Next Meeting's Agenda: Election of Officers and an update on the May 30th City Council meeting. Chris Womack noted he would be absent from the next meeting, noting he would nominate Kate Summers to serve again as Chair.

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

Respectfully submitted,


Paula Pinyerd, ABC Transcription Services, Inc.



CITY OF ASTORIA
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Date July 7, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: CONTRACT FOR PROFESSIONAL HUMAN RESOURCES SERVICES

DISCUSSION/ANALYSIS


The Human Resource (HR) administrative functions of the City have been the primary responsibilities of the Director of Finance and Administrative Services since 2011. Higher level services and support have been met through a contract with Xenium, a private sector HR consulting service company based in Portland.

Xenium has been providing many human resources functions including policy and practice interpretation, discipline and termination consultation, Family Medical Leave Act (FMLA) and Oregon Family Leave Act (OFLA) compliance and tracking, personalized training, coaching, and general workshop offerings.

Xenium's service contract remains unchanged at \$2,475 per month or \$29,700 annually. Funding for Human Resource contract is contained in the Non-Departmental – Unallocated Professional Services of the General Fund of the 2017-18 adopted budget. Collaboration between the Director of Finance and Administrative Services with Xenium provides a flexible and dynamic model to handle various scenarios related to HR activities. The ability to draw on various HR experts and have full coverage throughout the year is a model we could not achieve previously. City Attorney Blair Henningsgaard has reviewed and approved the attached contract as to form.

RECOMMENDATION

It is recommended that Council consider the agreement with Xenium Resources for human resource consulting services.

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

**XENIUM RESOURCES
HUMAN RESOURCES CONSULTING SERVICE AGREEMENT**

This Agreement is entered into on **July 1, 2017** between Xenium Resources, Inc. ("Consultant") at 7401 SW Washo Court, Suite 200, Tualatin, Oregon 97062 and **City of Astoria** ("Client") with principal offices at **1095 Duane Street Astoria, OR 97103**.

Consultant agrees to provide, and Client agrees to obtain from Consultant, the following selected human resources consulting services:

Dedicated HR Business Partner, HR Director and back office Xenium HR service team support for the City of Astoria – up to **15 hours** of HR support per month including but not limited to:

- Hotline/ HR Go-To Support for Employee Relations issues
- Performance Review System Development and Ongoing support for Managers
- Discipline, Performance Improvement Plan and Termination Support as needed
- Job Description Development as needed
- Employee Handbook Review and Updates as needed going forward
- Wage Surveys as needed
- Three (3) seats at each of Xenium's Training Workshops in Tualatin, Oregon (12+ workshops per year)
- This proposal assumes six (6) in-person visits to the City of Astoria for project implementation, training, and/or in-person meetings
- Leave Administration
- Third Party Investigations

CONFIDENTIALITY:

Client has entered into an agreement with Consultant for Consultant to provide Human Resources consulting services.

During the course of providing services in connection with this Agreement, Consultant will have access to confidential information relating to the operations of Client, including information about Client's personnel and human resources, discipline imposed and corrective actions taken, medical and similarly confidential information, salaries, wages, benefits, expenses, vendors, costs of services, city management and public policy development plans during the confidential and tentative phases not necessarily public, and business and marketing plans or their equivalent related to public-private partnerships.

Consultant recognizes that Client has a legitimate interest in protecting its confidential information from unauthorized use and disclosure, and that privacy rights in the public sector involve constitutional and other federally protected rights. Accordingly, Consultant agrees not to use or disclose Client's confidential information for any purpose other than in the course of providing consulting services to Client, and not to disclose Client's confidential information except as authorized by the City in the interests of the City and/or for authorized public purposes. Consultant further agrees to take all reasonable steps necessary to ensure that the confidentiality of such information is maintained.

SCOPE OF ENGAGEMENT; LEGAL SERVICES:

Consultation. Human resources consultation services are prepared as a result of assessment of human resources practices, policies and procedures. The information gathered in order to perform the agreed upon scope of service is obtained from the Client. Consultation will attempt to be thorough and accurate with its review, recommendations and delivery of service, however, because of the complexity and variety of human resource functions, it cannot ensure or guarantee complete accuracy in all cases. Consultant's recommendations and services are based upon its administrative and management experience, and familiarity with human resource practices.

Legal Services. The provision of human resource services may require the assistance of legal counsel, and Xenium is not authorized to practice law. In that event, this Agreement authorizes Xenium to retain the services of legal counsel to the extent necessary to allow Xenium to complete the services designated. In order to provide these services, Xenium has established a relationship with several law firms with whom Xenium consults from time to time. By signing this Agreement, Client agrees to disclose any current attorney-client relationships for the purpose of eliminating potential legal relationship conflicts between Xenium and client.

CONTRACT AND PAYMENT TERMS:

- The initial term of this Agreement shall commence on **July 1, 2017**. Once executed and effective, this Agreement shall remain in force for one (1) year. On completion of the first year, this Agreement shall be automatically extended for successive periods of one (1) year each unless terminated by giving the other party **30 days'** notice in writing. If contract is canceled inside the initial 12 month agreement, Client agrees to true up HR Project Deliverables based on a la carte pricing as applicable.
- Terms of payment are as follows: **\$2,475.00 to be invoiced monthly**. Consultant will submit monthly statements for services, which City shall pay within 30 days of receipt. The City certifies that sufficient funds have been budgeted to fund fully the costs of this Agreement. Consultant fees include telephone, computer, and printing expenses necessary to perform agreed upon service(s). Consultant fees include preventative legal consultation, attained at Xenium's discretion, for hotline calls and project implementation detailed above. Xenium's hourly rate for services outside the scope of the deliverables described in this agreement (such as an investigation following an employee complaint) will be billed at regular rates but not in excess of \$175/hour. All additional services and fees must be approved by the City prior to Xenium's representative commencing services. The cost of legal consultation and legal services in connection with labor relations and issues arising under the PECBA and City collective bargaining agreements shall be paid separately by the City to its labor and employment counsel unless the parties otherwise agree case by case.
- Xenium shall copy the City's labor and employment counsel as designated by the City periodically with all communications with the City concerning individual employee grievances, complaints, investigations, corrective action and discipline, with the cost of this monitoring, if any, paid by Xenium unless the parties otherwise agree. The parties contemplate that Bullard Law will monitor and mentor Xenium consultants whose experience heretofore has been exclusively in private sector employment and very limited with respect to labor laws and provide cost effective training to Xenium consultants as uniquely public sector circumstances unfold and are managed. Any charges to the City for legal services must relate to legal services provided within the scope of pre-authorization of the City.
- The parties acknowledge and agree that nothing in this Agreement shall be construed or interpreted in a manner that would hold any of Client's employees to be the employees of Consultant. Accordingly, Consultant shall exercise no control over Client's employees.
- The parties acknowledge and agree that nothing in this Agreement shall be construed or interpreted in a manner that would hold Consultant responsible for providing any services other than those specifically described herein. It is expressly understood that Consultant shall not provide assistance in the event of a worksite union organization campaign, H1-B or other Visa petition, or affirmative action plan filing requirement. It is expressly understood that in all cases involving a "taking" in

relation to any employee right, Xenium will collaborate with the City's labor and employment counsel or City Attorney, as elected by the City.

- This Agreement shall be governed for all purposes by the laws of the State of Oregon, with exclusive jurisdiction in the Circuit Court in and for Clatsop County, Oregon.
- This Agreement shall constitute the entire agreement between the parties. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of each party.
- Xenium shall furnish the City with its EIN designated by the Internal Revenue Service, and such other information as the City may require periodically to meet its needs, such as reports to the City auditor, witness statements related to claims made, cooperation in defense of claims, and the like.
- Consultant's services shall be provided under the general supervision of City's project director or his designee, but Consultant shall be an independent contractor for all purposes and shall be entitled to no compensation other than the payments provided for under this Agreement. Consultant acknowledges that for all purposes related to this Contract, Consultant is and shall be deemed to be an independent contractor and not an employee of the City, shall not be entitled to benefits of any kind to which an employee of the City is entitled and shall be solely responsible for all payments and taxes required by law; and 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 such a finding.
- 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.
- Consultant agrees to meet the requirements set forth in the attached "Attachment A – Independent Contractor Requirements" which by this reference are incorporated as if set forth fully here within the terms of this Agreement.

IN WITNESS WHEREOF, the parties have mutually entered into this Agreement on the date set forth above.

CONSULTANT:
Xenium Resources, Inc

By: _____
Anne Donovan, President

Date: _____

CLIENT:
City of Astoria

By: _____
Brett Estes, City Manager

Date: _____

By: _____
Arline LaMear, Mayor

Date: _____


Digitally signed by
com.apple.xdms.appleid.prd.49317566476d4a38677541
44546f59324e744d354e773d3d
DN:
cn=com.apple.xdms.appleid.prd.49317566476d4a38677
54144546f59324e744d354e773d3d
Date: 2017.07.10 08:18:37 -0800

Attachment A -Independent Contractor Requirements

1. 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.

2. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts. CONSULTANT shall maintain records in conformance with the Oregon Public Records Law, and shall make records available to the City at any time for purposes of compliance with inspection and production duties. This obligation shall survive the termination of this Agreement and may be extinguished by CONTRACTOR only by deliver of records to the City.

3. 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.

4. 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.

5. ATTORNEY 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.

6. 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.

7. 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 Agreement and the proposal of the CONSULTANT, this Agreement shall control and nothing herein shall be considered as an acceptance of terms of Consultant's proposal which are in conflict with the terms set forth in this Agreement.

8. 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.

A. 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.

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

C. The rights and obligations of the parties related to indemnification and liability shall not be construed to create liability of the CONSULTANT for services, advice and action in concert with the City, where strategies related to employment, the termination of employment or other employee discipline or denials or actions or grievances are undertaken in good faith and in pursuit of the City's interests. The parties recognize that risks of claims and litigation are inherent in the context of labor and employee management, and as such are assumed by the City and are subject to defense in accordance with the Oregon Tort Claims Act where the City and CONSULTANT act in concert with the advice of the City Attorney or the City's labor and employment counsel, provided that CONSULTANT is not guilty of malfeasance, willful or wanton neglect, or clear negligence as a labor and employment practitioner.

9. 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. 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.

10. 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.

11. 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 subconsultant 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.

12. PAYMENT OF MEDICAL CARE

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such 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.

13. 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).

14. 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 without written authorization of CONSULTANT.

15. STANDARD OF CARE

The standard of care applicable to CONSULTANT'S services will be the degree of skill and diligence normally employed by human resource professionals 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.

16. 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.

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. ASSIGNMENT

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

19. 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.

20. COMPLETE CONTRACT

This Contract and its referenced attachments, including CONTRACTOR'S proposal 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 together with CONTRACTOR'S proposal referred to in the Agreement and not by any other contract or agreement that may be associated with this Contract.

21. EOUAL OPPORTUNITY AND NON DISCRIMINATION

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



CITY OF ASTORIA
POLICE DEPARTMENT

DATE: July 17, 2017

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CONTRACT FOR TOW SERVICES

DISCUSSION/ANALYSIS

The Police Department contracts for towing services when needed. The department has need to have vehicles towed in many circumstances: vehicles seized as evidence, vehicles seized because of certain license or insurance violations, vehicles seized because of DUII arrests, abandoned vehicles, junk ordinance violations and other vehicles which must be moved in the course of operations. It is in the best interest of the City to negotiate the terms of these in advance to fix the terms of the relationship. The towing contract also covers any vehicles owned by the City. The most recent contract with Classic Towing is expired. The City also maintains a non preference tow list that allows for a fair and equitable rotation of tows requested by private parties.

The Police Department issued a request for proposals including a proposed contract. This request for proposals was sent to the three local tow companies who advertise doing business in the area. Only one vendor replied with a proposal. That proposal was from Classic Towing. The proposal is an increase in pricing from the contract negotiated in 2014. Proposed increases include: from \$100.00 to \$125.00 for vehicles towed between 6:01 AM to 6:00 PM and \$135.00 to \$160.00 for vehicles towed between 6:01 PM and 6:00 AM. Storage has increased from \$40.00 to \$50.00 daily for outside storage. Towing for City owned vehicles less than 8000 pounds will increase from \$65.00 to \$85.00. Under the proposed contract, City owned vehicles over 8000 pounds will increase from \$150.00 to \$185.00. For reference, the curb weight for a 2WD Chevy Tahoe is 5,400 pounds.

Additionally, the Police Department has requested several financial remedies for violations of the contract. These remedies include:

- Late tow response or failure to be available for a tow call. \$75
- Late arrival to release a vehicle \$50
- Release of vehicle without Police release \$75 plus payment of uncollected release fee.
- Release of vehicle with a hold \$150.
- Failure to clean up at accident scene. \$100

These remedies are in place to address problems that may arise in some limited cases. Overall the response of Classic Towing over the term of the previous contract has been acceptable. The attached contract has been reviewed and approved as to form by City Attorney Henningsgaard.

RECOMMENDATION

Staff recommends council approve the attached Tow Services Agreement with Classic Towing and authorize City Manager Estes and Mayor LaMear to sign the agreement.

A handwritten signature in black ink, appearing to read 'Eric Halverson', with a long horizontal flourish extending to the right.

Eric Halverson, Deputy Chief

TOW SERVICE CONTRACT

This Contract is entered into on the 17th day of July, 2017, between the CITY OF ASTORIA, a municipal corporation, hereinafter referred to as "CITY" and Classic Towing Ltd., hereinafter referred to as "COMPANY".

WITNESSETH:

WHEREAS, the City by and through its authorized agents, causes certain motor vehicles to be towed and impounded.

WHEREAS, Chapter 6 of the Astoria Code and Oregon Law provide for the towing, impounding, storage and sale of motor vehicles under certain conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual conditions and stipulations herein contained, it is hereby agreed as follows:

- (1) The City by and through its authorized agents shall notify Company that a motor vehicle, being particularly described and located, is to be towed to a storage area designated by the City. A guaranteed maximum response time not to exceed thirty (30) minutes, unless otherwise directed by the City, shall be required. Upon the declaration of an emergency by the Chief of Police or his designee, the City requires a guaranteed maximum response time of fifteen (15) minutes from the time of notification until arrival at the scene.
- (2) Company agrees that vehicles towed upon the request of the City to the Company's impoundment facility shall be available for redemption by the vehicle owner on a twenty-four (24) hour basis, seven (7) days weekly and upon payment of all charges against said vehicle. Company agrees that upon request for redemption by the vehicle owner, an agent of the Company shall arrive at the impound location within thirty (30) minutes from the time of notification.
- (3) City and Company will cooperate with the Astoria Police Department and comply with all provisions of the Astoria City Code and Oregon Revised Statutes as now written or hereinafter amended, relating to tows, notice, hearing, storage, appraisal, redemption, liens and foreclosure of liens.
- (4) Lien Processing.
 - (a) Company will advise the Astoria Police Department of its current lien procedures and Company will provide a copy of the current lien notification letter used for vehicles towed under this Tow Service Contract and a description of the timing and steps taken to assert and foreclose a possessory lien.
 - (b) Company will adhere strictly to the statutory requirements set forth in the Oregon Revised Statutes for lien foreclosure, disposition of vehicle contents, and collections.
 - (c) Unclaimed or unredeemed vehicles will be appraised in accordance with the requirements of ORS Ch. 819, by a licensed vehicle appraiser.
 - (d) Company may comply with the procedure of ORS 819.215 as to vehicles appraised at a value of \$500 or less.

- (e) At the expiration of the redemption period as prescribed by Oregon State Law, Company may assert or process any valid liens on all unclaimed or unredeemed vehicles.
 - (f) Proceeds of Foreclosure Sale. When any vehicle is sold under ORS 819.210, the proceeds of the sale, after deducting the costs of sale and the costs of tow, storage and preservation, shall be transmitted to the City Finance Director for deposit in the General Fund.
 - (g) Company agrees to abide by Astoria City Ordinances related to the towing of vehicles as now existing and as may be amended.
- (5) Towing services generally will be confined to the city limits of the City of Astoria, however, should the Company go beyond the city limits at the request of the City, the usual fees charged by the Company for such service will prevail.
- (6) Company shall be entitled to a flat fee as hereafter set forth, whether or not such vehicle is an abandoned vehicle or one involved in a driving or traffic violation. Such flat fee shall be as follows:
- (\$125.00) for each tow ordered between the inclusive hours of 6:01 a.m. to 6:00 p.m., and (\$160.00) for each tow ordered between the inclusive hours 6:01 p.m. to 6:00 a.m. Vehicles, which are impounded because such vehicles are determined to have been abandoned, or seized by lawful police action, will be stored by the Company at a cost not to exceed (\$ 50.00) Dollars daily. The Company agrees to accept responsibility for collecting the tow service and storage costs for impounded vehicles; neither the City nor the Police Department shall be liable for payment of costs for abandoned vehicles or vehicles seized by lawful police action.
- Company agrees that when a vehicle is impounded or a hold is placed on the vehicle by the police department, the vehicle will not be released until the police department removes any hold.
- Upon request of the Company, with regard to unusual circumstances which could require significant additional services, e.g., time and/or equipment, an additional charge may be allowed upon approval by the Chief of Police. Such request must be made by the Company within twenty-four (24) hours of the time of the tow or the next regular business day.
- (7) Police vehicles and other vehicles weighing up to 8,000 pounds owned by the City will be towed at a (\$85.00) flat rate. Vehicles weighing 8,001 or more pounds will be towed at a (\$185.00) flat rate.
- (8) Company shall comply with the requirements of ORS Ch. 825 and the Administrative Division 40, and file with the City proof that insurance requirements have been met, maintain a current and valid tow recovery plate and obtain other permits and licenses required by law or regulation for the towing of vehicles, and comply with all provisions of OAR Division 154.
- (9) Company agrees that all persons operating a tow vehicle for the City shall be required to maintain a current and valid Oregon motor vehicle operator license and any other applicable licenses and permits required by law or regulation for the towing of vehicles.
- (10) Indemnification. Company shall hold harmless, defend and indemnify the City and its officers, agents, and employees, against all claims and suits (including all attorneys' fees and costs) arising from the Company's work or of any person or company acting on behalf of Company under this Tow Contract.

- (11) Insurance. Prior to starting work hereunder, Company, at Company'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. Commercial General Liability Insurance covering bodily injury and property damage. Coverage shall include company, subcompanies and anyone directly or indirectly employed by either.
 - (b) Automobile Liability. Company shall obtain, at company'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) Garage Keepers Insurance. Company shall maintain primary fire and theft insurance (garagekeepers insurance) to protect stored vehicles.
 - (d) Cargo Insurance. Company shall maintain primary cargo insurance.
 - (e) In no case will the policy deductible exceed \$2,500.00 per event.
 - (f) The Company shall provide an endorsement for all vehicles used in performing services under this Tow Contract, for all insurance described in this section.
 - (g) Each tow truck used for Tow Contract tows must carry an insurance identification card with the VIN of the truck at all times.
 - (h) Additional Insured. The liability insurance coverage shall include CITY and its officers and employees as Additional Insured with respect to COMPANY'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, COMPANY 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.
 - (i) 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 COMPANY 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.
- (12) Vehicles impounded by the Police Department as evidence and City-owned vehicles will be stored at the City storage area. Access to the City storage area shall be made available to the Company by the Police Department. The Company shall leave a copy of their invoice, giving particulars about the tow, including the date, time and charges, location and license number or other vehicle identification with the Police Department.

- (13) Company's services shall be provided under the general supervision of Police Department, but company shall be an independent consultant for all purposes and shall be entitled to no compensation other than the compensation provided for under Sections 6 and 7 of this Contract. Company 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 company, either directly or indirectly, in connection with the letting or performance of this Contract, except as specifically declared in writing.
- (14) The duration of this Contract shall be for the period beginning July 17th, 2017 and ending (July 17th, 2020) Company agrees that it shall perform its duties in accordance with the provisions of this Contract, and all work will be conducted in a proper and workmanship-like manner throughout the term of the agreement. Company understands that failure to perform its duties in accordance with the provisions of this Contract or in a proper manner shall be cause for the City to immediately cancel this Contract without regard for notice. Failure to comply with any of the terms of this Contract relative to the specifications shall be grounds for immediate termination of the agreement.
- (15) Company hereby acknowledges that the service shall be available on a twenty-four (24) hour basis, seven (7) days weekly, throughout the entire period of the contract. The contract is considered a twenty-four (24) daily on-call service.
- (16) Company agrees to secure and maintain a current and valid City of Astoria Occupational Tax Receipt.
- (17) Company may not assign or subcontract any interest in this Contract without having first secured the written consent of the City.
- (18) Remedies. Violations of the terms of this contract are subject to the following financial remedies. Such remedies will be invoiced by the City to the Company.
- (a) Late tow response or failure to be available for a tow call. \$75
 - (b) Late arrival to release a vehicle \$50
 - (c) Release of vehicle without police release \$75 plus payment of uncollected release fee.
 - (d) Release of vehicle with a hold \$150.
 - (e) Failure to clean up at accident scene. \$100
- (19) In the event legal 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 attorneys' fees at trial or on appeal, in addition to all other sums provided by law. The prevailing party shall be entitled to damages based on the actual and projected costs incurred as a result of the failure of the other party to fulfill the terms of this Contract.
- (20) City is subject to public contracting law in the State of Oregon. Therefore, the parties hereby incorporate by reference the required contract provisions of ORS 279B.220, .230 and .235.

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

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

CITY OF ASTORIA

COMPANY

By: _____

Arline Lamear, Mayor

By: _____

Richard D. Smith, Owner

By: _____

Brett Estes, City Manager

APPROVED AS TO FORM:



Digitally signed by
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Date: 2017.07.11 10:24:04 -08'00'

Blair Henningsgaard, City Attorney

Classic Towing Ltd.

34747 Hwy. 101 BUS

Astoria, OR 97103

Tel. 503-325-0411

Fax. 503-325-8085

City of Astoria
555 30th Street
Astoria, OR 97103

This is the proposal from Classic Towing LTD doing business as a corporation in the State of Oregon Federal Tax ID #20-5967773.

Richard D. Smith 503.440.9962 and Tonya Smith 503.440.3538 are the representatives for Classic Towing.

CLASSIC TOWING
34747 HWY 101 BUSINESS
ASTORIA, OREGON 97103

MISSION STATEMENT

We strive to provide our community and visiting motorists the best possible service. Our drivers and fleet demonstrate our commitment to our customers. In addition to our FAST and FRIENDLY service, we offer a full range of 4x4 towing, full recoveries, RV towing, motorcycle towing and roadside assistance for those with flat tires, dead batteries, etc.

Thank you for the opportunity to apply for the new service contract. Our team looks forward to serving the City of Astoria.

A bit about Classic Towing LTD, we started in 2006 with 2 trucks and have been growing rapidly since. We are a full-service towing and recovery business. We have 4 Freightliner Rollback Wreckers. All are extended cab trucks capable of carrying multi-passengers. We have a dedicated beach/river and off road 4wheel drive Wrecker. We have 2 auto-load side recovery Wrecker specifically designed for narrow one-way streets with parallel parked vehicles. Our fleet also includes a Heavy-Duty Wrecker capable of towing large buses/coaches to loaded semi's up to 105,500 lbs., we have 1 Medium duty Wrecker that covers up to 30,000 lbs., and a Landoll flat trailer for the non-towable. We are available 24hours a day 7 day a week. Having drivers stationed in Astoria and Warrenton allows us to respond to the city's 15-minute response time requirement. From passenger cars to big rigs we can fulfill the contract for the City of Astoria.

Here at Classic Towing we have a continual training program from the new operators to our lead driver, all our drivers are Wreckmaster certified and vehicle specific trained by AAA Oregon. All our drivers meet OTTA standards for Hybrids/Electric vehicles. Our staff has over 50+ years combined experience in the towing industry.

We have been the primary contractor for AAA Oregon for 9 years with a customer service rating averaging over 90%. During that period, we have assisted Astoria PD and Warrenton PD as well as Seaside PD, Gearhart PD, Clatsop County Sheriff's Dept., Oregon State Police, Washington State Patrol, and Pacific County Sheriff's Dept. Our record of service speaks for itself in timeliness and customer service.

Our storage facility is centrally located on the south side of the bay next to Classic Bodywerks LTD. We have been working with Auto Lien Source for 9 years. They are a highly reputed Oregon licensed and bonded Lien Company with over 15 years of experience. Once the lien time has expired we auction the vehicle to reimburse for charges accrued. If the vehicle does not sell at the auction it will be recycled. We have agreements with numerous companies who specialize in Auto Recycling to ensure all ORS statutes and regulations are complied with.



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

June 28, 2017

M E M O R A N D U M

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LEASE AGREEMENT WITH ASTORIA REGATTA ASSOCIATION FOR
USE OF EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153
DUANE STREET, AND CLOSURE OF 12TH STREET BETWEEN DUANE
AND EXCHANGE STREETS


DISCUSSION/ANALYSIS

The Astoria Regatta Association (Association) is requesting the use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate Astoria Regatta events. The time frame for the lease would be for Saturday, August 12, 2017, from 6:00 a.m. to 6:00 p.m. Events include a barbeque, vending of craft beer, and live music.

It is requested that the Heritage Square site be leased for \$1.00. The Association activities provide an opportunity to bring an event to our community that continues to grow in popularity every year. Association will provide liability insurance. Also attached to this memo is a draft Lease Agreement which City Attorney Blair Henningsgaard has reviewed and approved as to form.

RECOMMENDATION

It is recommended that Council approve the Lease Agreement with the Astoria Regatta Association for use of the east portion of Heritage Square located at 1153 Duane Street, and the closure of 12th Street between Duane and Exchange Streets to accommodate the Regatta events scheduled for Saturday, August 12, 2016, for a total sum of \$1.00.



Jennifer Benoit
Executive Assistant to the City Manager

LEASE AGREEMENT

FOR PROPERTY LOCATED ON THE EAST PORTION OF HERITAGE SQUARE LOCATED AT 1153 DUANE STREET AND THE CLOSURE OF 12TH STREET BETWEEN DUANE AND EXCHANGE STREETS

PARTIES: This Agreement is entered into between the **CITY OF ASTORIA**, hereinafter referred to as CITY,

And the **ASTORIA REGATTA ASSOCIATION**, hereinafter referred to as ASSOCIATION.

PROPERTY: East Portion of Heritage Square, known as 1153 Duane Street, and consisting of Lots 1 - 14, Block 64, McClure's, and 12th Street between Duane Street and Exchange Street, hereinafter referred to as Property.

WHEREAS:

- A. ASSOCIATION desires to lease space from the CITY to provide a central location for event activities, including, but not limited to, public barbeque and other activities associated with the Astoria Regatta for the use and enjoyment by patrons of downtown businesses and all citizens of Astoria; and
- B. Assisting ASSOCIATION in securing a central community gathering place will provide economic and community development benefits to the public, and will also enhance the ability of CITY to attract consumers and tourists, and
- C. The use of the Property owned by the CITY can be enhanced through a lease to ASSOCIATION.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, and for other good and valuable consideration, it is agreed between the Parties as follows:

- 1. **LEASE PERIOD AND LEASE PAYMENT:** The lease from the CITY to ASSOCIATION shall run on Saturday, August 12, 2017 at a lease amount of \$1.00 for the entire length of the lease.
- 2. **CITY'S REPRESENTATIVE:** For purposes hereof, the CITY'S authorized representative will be Brett Estes, City Manager, City of Astoria, 1095 Duane Street, Astoria, Oregon, 97103, (503) 325-5824, bestes@astoria.or.us.
- 3. **ASSOCIATION'S REPRESENTATIVE:** For purposes hereof, the ASSOCIATION'S authorized representative will be Dan Travers, President, Astoria Regatta Association, PO Box 24, Astoria, Oregon, 97103, dtravers212@gmail.com.

4. **SCHEDULED USE:** CITY grants ASSOCIATION the exclusive use of Property for the purpose of providing an activity area from 6:00 a.m. to 6:00 p.m., Saturday, August 12, 2017 (changes must be negotiated between the Parties):
5. **PERMITS:** This Agreement constitutes permits for the street closure described in 1B above, and a sound amplification permit from 6:00 a.m. to 6:00 p.m. on Saturday, August 12, 2017.
6. **OLCC LICENSE:** ASSOCIATION will need to abide by all conditions of your temporary liquor license.
7. **PROHIBITED USES:** No religious symbols or presentations will be used or presented by ASSOCIATION or any participant on the property during the term of the Agreement.
8. **CONDITION OF PROPERTY:** ASSOCIATION shall be responsible for all trash removal related to their use of the Property during the Agreement times and period, and any costs associated with cleaning the Property at the conclusion of any daily use. ASSOCIATION agrees to make an effort to provide recycling opportunities for glass, plastic and metal beverage containers. ASSOCIATION further agrees to keep the Property in as good or better condition than it was at the commencement of this Agreement.
9. **DAMAGES AND CLEAN-UP COSTS:** If there is damage to the property or clean-up costs related to the use under this Agreement, ASSOCIATION shall pay these damages or costs. Failure to pay said amounts will result in subsequent collection actions, and also will be grounds for termination under Section 11.
10. **SPECIFIC ISSUES:**
 - A. No vehicles or trailers permitted on Heritage Square Area (Lots 4, 5, 10, 11).
 - B. No vehicles, driving, parking, vendor stands, or storage of goods off paved surfaces.
 - C. Electrical hookup and water hose use must be coordinated with the City of Astoria.
 - D. No liquid or other wastes are to be dumped down storm drains.
 - E. ASSOCIATION is allowed to place temporary signs that must be removed at the conclusion of the Agreement.
 - 1) All signage is limited to announcing ASSOCIATION'S location and/or hours of operation and activities, and for parking control.
 - 2) All signage must comply with City sign codes and the Manual of Uniform Traffic Control Devices.
 - F. ASSOCIATION shall insure that public sidewalks are not encumbered and the free passage of pedestrians on sidewalks is not impeded.
 - G. The ASSOCIATION will comply with Astoria Code 5.025(11) governing amplified sound.

H. ASSOCIATION will ensure that its use of the parking area east of Heritage Square will be fully cleared by 8:00 p.m., August 12, 2017, and ready for use by Sunday Market.

11. **INSURANCE:** ASSOCIATION shall maintain general liability insurance in amounts not less than the limitations on liability for local public bodies provided in ORS 30.272 and ORS 30.273. The CITY shall be provided a Certificate of Insurance naming the CITY as an additionally insured.
12. **TERMINATION:** Notwithstanding that this Agreement contemplates a one day period, this Agreement may be terminated by the CITY at any time should the ASSOCIATION fail to comply with any of the provisions of this Agreement. Termination shall be made either in writing by hand delivery or by email to ASSOCIATION'S authorized representative not less than 12 hours prior to the date and hour of termination. Termination will not result in a refund by the CITY to ASSOCIATION for any monies paid.
13. **NON-ASSIGNABILITY:** This Agreement is personal to ASSOCIATION, and the CITY relies on ASSOCIATION to comply with and to receive the benefits of this Agreement.
14. **COMPLIANCE WITH APPLICABLE LAWS:** ASSOCIATION shall comply with all applicable city, state and federal laws and regulations, including, but not limited to, license requirements.
15. **LICENSES:** Any vendor using the Property during the Agreement shall have on file with CITY a valid Occupational Tax License.
16. **SUPERVISION OF PARTICIPANTS:** ASSOCIATION agrees to exercise exclusive control and supervision over its members, ASSOCIATION sponsored activities and organizations, and persons or businesses that sell products on the Property at the time specified for ASSOCIATION occupancy of the premises. ASSOCIATION will publish rules and expectations for these participants.
17. **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 and expression. Contractor, its employees, agents and subcontractors shall comply with this policy.

18. **HOLD HARMLESS:** ASSOCIATION and its successors and assigns shall completely protect and save, defend and hold harmless the CITY, and its officers, agents and employees, from any liability or obligation of any kind or nature whatsoever arising from injury or injuries, including death, to any person or persons, or damage to any property, real or personal, suffered or alleged to have been suffered all or in part by any person or property arising out of or in connection with the use or occupancy of the Property by ASSOCIATION.
19. **ATTORNEY FEES:** If suit or action is brought by either Party to enforce any right created by this Agreement, the prevailing Party shall be entitled to recover in any trial court, and appellate courts, including costs and disbursements and reasonable attorney fees.

IN WITNESS WHEREOF, the Parties have, on this 17th day of July, 2017, set their hands by and through their duly authorized agents.

THE CITY OF ASTORIA

ASTORIA REGATTA ASSOCIATION

By: _____
Arline LaMear, Mayor

By: _____
Dan Travers, President

By: _____
Brett Estes, City Manager

APPROVED AS TO FORM:



Digitally signed by
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144546f59324e744d354e773d3d
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Date: 2017.07.05 09:36:45 -08'00'

City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/07/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Evergreen Insurance Managers Inc 5293 NE Elam Young Pkwy Ste 160 Hillsboro OR 97124		CONTACT NAME: Cheri Bahmanyar PHONE (A/C, No. Ext): (503) 616-7901 E-MAIL ADDRESS: cbahmanyar@evergreeninsmgrs.com FAX (A/C, No): (503) 259-3065	
INSURED Astoria Regatta Association PO Box 24 Astoria OR 97103		INSURER(S) AFFORDING COVERAGE INSURER A: Acceptance Casualty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10349	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

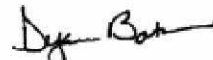
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		CL00106607	03/19/2017	03/19/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ Excluded						
	PERSONAL & ADV INJURY \$ 1,000,000						
	GENERAL AGGREGATE \$ 2,000,000						
							PRODUCTS - COMP/OP AGG \$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Astoria Regatta Grand Land Parade: August 13, 2017

CERTIFICATE HOLDER**CANCELLATION**

City of Astoria 1095 Duane St Astoria OR 97103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF ASTORIA

Founded 1811 • Incorporated 1856

July 10, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: SALARY RESOLUTION ESTABLISHING BASIC COMPENSATION
PLAN COST OF LIVING WAGE ADJUSTMENTS PART-TIME
EMPLOYEES SCHEDULE F-2

COST OF LIVING ADJUSTMENT DISCUSSION/ANALYSIS

Staff positions and associated compensation are detailed in the "Resolution Establishing a Basic Compensation Plan for the Employees of the City of Astoria and Establishing Regulations for the Placement of Present Employees within the Wage and Salary Schedules Provided". Whenever there are changes in positions, whether a position is being deleted, added or redefined; or whether a change in compensation is proposed; such changes are adopted by resolution. This proposed resolution implements the following changes retroactive to July 1, 2017:

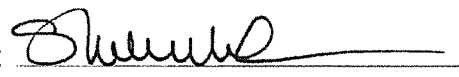
Part-time Group

Adjustments to reflect (Schedules F-2)
increase due to Oregon minimum wage,
effective July 1, 2017

At the July 3rd meeting, Council approved a salary resolution which increased minimum wages to meet new State of Oregon requirements. One employee subgroup was inadvertently omitted. This resolution contains the updated F-2 Schedule which reflects Oregon minimum wage change which is effective July 1, 2017.

RECOMMENDATION

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

By: 
Susan Brooks, Director of Finance
and Administrative Services

RESOLUTION NO. 17-

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.

GENERAL/PARKS UNION EMPLOYEES SCHEDULE A EFFECTIVE JULY 1, 2016					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Library Assistant	12	A	2,576.59	30,919	14.86
		B	2,705.42	32,465	15.61
		C	2,840.70	34,088	16.39
		D	2,982.73	35,793	17.21
		E	3,131.87	37,582	18.07
Accounting Support Clerk	14	A	2,695.16	32,342	15.55
		B	2,829.92	33,959	16.33
		C	2,971.42	35,657	17.14
		D	3,119.99	37,440	18.00
		E	3,275.99	39,312	18.90
Accounting Clerk Engineering Secretary Permit Technician	18	A	2,976.09	35,713	17.17
		B	3,124.89	37,499	18.03
		C	3,281.13	39,374	18.93
		D	3,445.19	41,342	19.88
		E	3,617.45	43,409	20.87

GENERAL/PARKS UNION EMPLOYEES SCHEDULE A EFFECTIVE JULY 1, 2016					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Senior Library Assistant	20	A	3,130.54	37,567	18.06
		B	3,287.07	39,445	18.96
		C	3,451.42	41,417	19.91
		D	3,624.00	43,488	20.91
		E	3,805.19	45,662	21.95
Recreation Coordinator	23	A	3,373.11	40,477	19.46
		B	3,541.76	42,501	20.43
		C	3,718.85	44,626	21.45
		D	3,904.79	46,858	22.53
		E	4,100.03	49,200	23.65
CAD Technician Engineering Technician Facility Coordinator Grounds Coordinator	26	A	3,631.21	43,574	20.95
		B	3,812.77	45,753	22.00
		C	4,003.40	48,041	23.10
		D	4,203.58	50,443	24.25
		E	4,413.75	52,965	25.46
Senior Engineering Technician	30	A	4,002.70	48,032	23.09
		B	4,202.84	50,434	24.25
		C	4,412.98	52,956	25.46
		D	4,633.63	55,604	26.73
		E	4,865.31	58,384	28.07

Section 5. Fire Department. The following Positions and Ranges comprise the Fire Department Unit.

FIRE UNION EMPLOYEES SCHEDULE B EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Firefighter*	22	A	4,677.60	56,131	19.2230
		B	4,911.48	58,938	20.1842
		C	5,157.06	61,885	21.1934
		D	5,414.91	64,979	22.2531
		E	5,685.65	68,228	23.3657
Includes 2.0% Stability		C	5,270.77	63,249	21.6607
		D	5,528.62	66,343	22.7204
		E	5,799.37	69,592	23.8330
Includes 3.5% Stability		C	5,356.05	64,273	22.0112
		D	5,613.91	67,367	23.0709
		E	5,884.65	70,616	24.1835
Includes 4.5% Stability		C	5,412.91	64,955	22.2448
		D	5,670.76	68,049	23.3045
		E	5,941.51	71,298	24.4172
Includes 6.0% Stability		C	5,498.20	65,978	22.5953
		D	5,756.05	69,073	23.6550
		E	6,026.79	72,322	24.7676

**FIRE UNION EMPLOYEES
SCHEDULE B
EFFECTIVE JULY 1, 2017**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Driver/Engineer*	24	A	4,917.18	59,006	20.2076
		B	5,163.04	61,956	21.2180
		C	5,421.19	65,054	22.2789
		D	5,692.16	68,306	23.3924
		E	5,976.77	71,721	24.5621
Includes 2.0% Stability		C	5,540.72	66,489	22.7701
		D	5,811.70	69,740	23.8837
		E	6,096.30	73,156	25.0533
Includes 3.5% Stability		C	5,630.38	67,565	23.1385
		D	5,901.35	70,816	24.2521
		E	6,185.96	74,231	25.4217
Includes 4.5% Stability		C	5,690.14	68,282	23.3842
		D	5,961.12	71,533	24.4977
		E	6,245.72	74,949	25.6674
Includes 6.0% Stability		C	5,779.80	69,358	23.7526
		D	6,050.77	72,609	24.8662
		E	6,335.38	76,025	26.0358
Fire Lieutenant*	28	A	5,418.07	65,017	22.2660
		B	5,688.97	68,268	23.3793
		C	5,973.42	71,681	24.5483
		D	6,272.09	75,265	25.7757
		E	6,585.69	79,028	27.0645
Includes 2.0% Stability		C	6,105.13	73,262	25.0896
		D	6,403.80	76,846	26.3170
		E	6,717.41	80,609	27.6058
Includes 3.5% Stability		C	6,203.92	74,447	25.4955
		D	6,502.59	78,031	26.7230
		E	6,816.19	81,794	28.0117
Includes 4.5% Stability		C	6,269.77	75,237	25.7662
		D	6,568.44	78,821	26.9936
		E	6,882.05	82,585	28.2824
Includes 6.0% Stability		C	6,368.56	76,423	26.1722
		D	6,667.23	80,007	27.3996
		E	6,980.83	83,770	28.6884

* 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.

FIRE MANAGEMENT SCHEDULE B EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Deputy Fire Chief	47	A	6,706.00	80,472	38.68
		B	7,041.31	84,496	40.62
		C	7,393.37	88,721	42.65
		D	7,763.04	93,156	44.78
		E	8,151.19	97,815	47.03
Fire Chief	49	A	7,175.43	86,105	41.40
		B	7,534.20	90,410	43.47
		C	7,910.91	94,930	45.64
		D	8,306.46	99,677	47.92
		E	8,721.78	104,662	50.32

Section 6. Police Department. The following Positions and Ranges comprise the Police Department Unit.

POLICE UNION EMPLOYEES SCHEDULE C EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Records Specialist	12	A	2,811.42	33,737	16.2197
		B	2,951.99	35,424	17.0307
		C	3,099.59	37,195	17.8823
		D	3,254.57	39,055	18.7764
		E	3,417.30	41,008	19.7152
Senior Records Specialist	14	A	2,952.18	35,426	17.0318
		B	3,099.79	37,197	17.8834
		C	3,254.78	39,057	18.7776
		D	3,417.52	41,010	19.7164
		E	3,588.39	43,061	20.7023
Communications Operator	22	A	3,683.37	44,200	21.2502
		B	3,867.54	46,411	22.3127
		C	4,060.92	48,731	23.4284
		D	4,263.97	51,168	24.5998
		E	4,477.16	53,726	25.8298
Police Officer	29	A	4,284.00	51,408	24.7154
		B	4,498.20	53,978	25.9512
		C	4,723.11	56,677	27.2487
		D	4,959.27	59,511	28.6112
		E	5,207.23	62,487	30.0417
Senior Police Officer (effective 5/1/17)	30	A	4,840.95	58,091	27.9285
		B	5,083.00	60,996	29.3250
		C	5,337.15	64,046	30.7912
		D	5,604.00	67,248	32.3308
		E	5,884.20	70,610	33.9473

POLICE SWORN MANAGEMENT SCHEDULE C EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Sergeant	36	A	5,567.09	66,805	32.1178
		B	5,845.44	70,145	33.7237
		C	6,137.72	73,653	35.4099
		D	6,444.60	77,335	37.1804
		E	6,766.83	81,202	39.0394
Deputy Chief of Police	42	A	6,383.09	76,597	36,8255
		B	6,702.25	80,427	38,6668
		C	7,037.36	84,448	40.6001
		D	7,389.23	88,671	42.6302
		E	7,758.69	93,104	44.7617
Chief of Police/Assistant City Manager	48	A	7,107.87	85,294	41.0069
		B	7,463.26	89,559	43.0573
		C	7,836.42	94,037	45.2101
		D	8,228.24	98,739	47.4706
		E	8,639.66	103,676	49.8442

POLICE SWORN MANAGEMENT SCHEDULE C EFFECTIVE JULY 1, 2016					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Deputy Chief of Police	42	A	6,288.76	75,465	36.2813
		B	6,603.20	79,238	38.0954
		C	6,933.36	83,200	40.0001
		D	7,280.03	87,360	42.0001
		E	7,644.03	91,728	44.1002
Chief of Police/Assistant City Manager	48	A	7,002.82	84,034	40.4009
		B	7,352.97	88,236	42.4210
		C	7,720.61	92,647	44.5420
		D	8,106.64	97,280	46.7691
		E	8,511.98	102,144	49.1076

Section 7. Public Works. The Following Positions And Ranges Comprise The Public Works Unit. See "Schedule D" for salaries.

PUBLIC WORKS UNION EMPLOYEES SCHEDULE D EFFECTIVE JULY 1, 2016					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Equipment Servicer	14	A	2,899.15	34,790	16.73
		B	3,044.11	36,529	17.56
		C	3,196.31	38,356	18.44
		D	3,356.13	40,274	19.36
		E	3,523.93	42,287	20.33
Utility Worker	18	A	3,196.07	38,353	18.44
		B	3,355.87	40,270	19.36
		C	3,523.67	42,284	20.33
		D	3,699.85	44,398	21.35
		E	3,884.84	46,618	22.41

**PUBLIC WORKS UNION EMPLOYEES
SCHEDULE D
EFFECTIVE JULY 1, 2016**

POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Equipment Mechanic I Sweeper Operator Utility Technician	20	A	3,361.10	40,333	19.39
		B	3,529.15	42,350	20.36
		C	3,705.61	44,467	21.38
		D	3,890.89	46,691	22.45
		E	4,085.43	49,025	23.57
Utility Worker II	22	A	3,541.09	42,493	20.43
		B	3,718.14	44,618	21.45
		C	3,904.05	46,849	22.52
		D	4,099.25	49,191	23.65
		E	4,304.21	51,651	24.83
Wastewater Treatment Plant Operator Water Quality Technician	24	A	3,714.16	44,570	21.43
		B	3,899.87	46,798	22.50
		C	4,094.86	49,138	23.62
		D	4,299.61	51,595	24.81
		E	4,514.59	54,175	26.05
Equipment Mechanic II Senior Building Facilities Technician Senior Utility Technician Senior Utility Worker Stores Supervisor Water Source Operator	26	A	3,904.06	46,849	22.52
		B	4,099.26	49,191	23.65
		C	4,304.23	51,651	24.83
		D	4,519.44	54,233	26.07
		E	4,745.41	56,945	27.38
Lead Utility Worker Wastewater Treatment Plant Supervisor Water Quality Supervisor	28	A	4,090.86	49,090	23.60
		B	4,295.41	51,545	24.78
		C	4,510.18	54,122	26.02
		D	4,735.69	56,828	27.32
		E	4,972.47	59,670	28.69

Section 8. Management and Confidential. The following Positions and Ranges comprise the Management and Confidential Unit. See "Schedule E" for salaries.

MANAGEMENT AND CONFIDENTIAL EMPLOYEES SCHEDULE E EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Administrative Assistant	18	A	3,081.06	36,973	17.78
		B	3,235.11	38,821	18.66
		C	3,396.86	40,762	19.60
		D	3,566.71	42,800	20.58
		E	3,745.04	44,941	21.61
Executive Secretary	20	A	3,232.80	38,794	18.65
		B	3,394.44	40,733	19.58
		C	3,564.16	42,770	20.56
		D	3,742.37	44,908	21.59
		E	3,929.49	47,154	22.67
Administrative Services Manager Financial Analyst	28	A	3,939.74	47,277	22.73
		B	4,136.72	49,641	23.87
		C	4,343.56	52,123	25.06
		D	4,560.74	54,729	26.31
		E	4,788.78	57,465	27.63
Finance Operations Supervisor	30	A	4,136.86	49,642	23.87
		B	4,343.71	52,124	25.06
		C	4,560.89	54,731	26.31
		D	4,788.94	57,467	27.63
		E	5,028.38	60,341	29.01
Equipment Maintenance Supervisor	32	A	4,348.59	52,183	25.09
		B	4,566.01	54,792	26.34
		C	4,794.32	57,532	27.66
		D	5,034.03	60,408	29.04
		E	5,285.73	63,429	30.49
Assistant Public Works Superintendent Financial Report Manager Project Manager/City Planner	34	A	4,566.90	54,803	26.35
		B	4,795.25	57,543	27.66
		C	5,035.01	60,420	29.05
		D	5,286.76	63,441	30.50
		E	5,551.10	66,613	32.03
Aquatic Program Manager	35	A	4,685.40	56,225	27.03
		B	4,919.67	59,036	28.38
		C	5,165.66	61,988	29.80
		D	5,423.94	65,087	31.29
		E	5,695.14	68,342	32.86
Aquatic Center Supervisor Parks Maintenance Supervisor	36	A	4,797.22	57,567	27.68
		B	5,037.08	60,445	29.06
		C	5,288.93	63,467	30.51
		D	5,553.38	66,641	32.04
		E	5,831.05	69,973	33.64
Building Official /Code Enforcement Officer Public Works Superintendent	38	A	5,050.13	60,602	29.14
		B	5,302.63	63,632	30.59
		C	5,567.76	66,813	32.12
		D	5,846.15	70,154	33.73
		E	6,138.46	73,662	35.41

MANAGEMENT AND CONFIDENTIAL EMPLOYEES SCHEDULE E EFFECTIVE JULY 1, 2017					
		STEP	MONTHLY	YEARLY	HOURLY
Emergency Communications Manager	40	A	5,311.23	63,735	30.64
		B	5,576.79	66,921	32.17
		C	5,855.63	70,268	33.78
		D	6,148.41	73,781	35.47
		E	6,455.83	77,470	37.25
Assistant City Engineer Library Director	45	A	6,006.17	72,074	34.65
		B	6,306.48	75,678	36.38
		C	6,621.80	79,462	38.20
		D	6,952.89	83,435	40.11
		E	7,300.54	87,606	42.12
City Engineer	47	A	6,308.49	75,702	36.40
		B	6,623.91	79,487	38.21
		C	6,955.11	83,461	40.13
		D	7,302.86	87,634	42.13
		E	7,668.00	92,016	44.24
Finance Director Parks And Recreation Director Public Works Director	49	A	6,627.94	79,535	38.24
		B	6,959.34	83,512	40.15
		C	7,307.30	87,688	42.16
		D	7,672.67	92,072	44.27
		E	8,056.30	96,676	46.48
Community Development Director	51	A	6,959.54	83,514	40.15
		B	7,307.51	87,690	42.16
		C	7,672.89	92,075	44.27
		D	8,056.53	96,678	46.48
		E	8,459.36	101,512	48.80

Section 9. Part Time and Contingent Seasonal Work Employees. The following are positions for which part time or seasonal employees may be hired. See "Schedule F1" and "Schedule F2" for wages.

SCHEDULE F-1

DEPARTMENT	JOB TITLES
COMMUNITY DEVELOPMENT	BUILDING INSPECTOR
FINANCE	HUMAN RESOURCES SUPPORT
LIBRARY	LIBRARY ASSISTANT
PARKS & RECREATION	LIFEGUARD SWIM INSTRUCTOR RECREATION LEADER I RECREATION LEADER II PARKS LABORER
POLICE/EMERGENCY DISPATCH	ASSISTANT TO THE EMERGENCY COMMUNICATIONS MANAGER COMMUNITY SERVICE OFFICER
PUBLIC WORKS	PUBLIC WORKS LABORER WEEKEND WATER OPERATOR

SCHEDULE F-2

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

**TEMPORARY EMPLOYEES
SCHEDULE F-1
EFFECTIVE JULY 1, 2017**

RANGE	STEP	HOURLY	RANGE	STEP	HOURLY
1A	1	10.25	2	1	21.00
	2	10.50		2	22.00
	3	10.75		3	23.00
	4	11.00		4	24.00
	5	11.25		5	25.00
	6	11.50		6	26.00
	7	11.75		7	27.00
	8	12.00		8	28.00
	9	12.25		9	29.00
	10	12.50		10	30.00
1B				11	31.00
	1	12.75		12	32.00
	2	13.00		13	33.00
	3	13.25		14	34.00
	4	13.50		15	35.00
	5	13.75	3	1	37.50
	6	14.00		2	40.00
	7	14.25		3	42.50
	8	14.50		4	45.00
	9	14.75		5	47.50
	10	15.00		6	50.00
	11	15.25		7	52.50
	12	15.50		8	55.00
	13	15.75		9	57.50
	14	16.00		10	60.00
	15	16.25		11	62.50
1C				12	65.00
	1	16.50		13	67.50
	2	16.75		14	70.00
	3	17.00		15	72.50
	4	17.25		16	75.00
	5	17.50	4	1	80.00
	6	17.75		2	85.00
	7	18.00		3	90.00
	8	18.25		4	95.00
	9	18.50		5	100.00
	10	18.75		6	105.00
	11	19.00		7	110.00
	12	19.25		8	115.00
	13	19.50		9	120.00
	14	19.75		10	125.00
	15	20.00	5	1	130.00
				2	140.00
				3	150.00
				4	160.00
				5	170.00
				6	180.00
				7	190.00
				8	200.00

GENERAL TEMPORARY EMPLOYEES SCHEDULE F2 EFFECTIVE JULY 1, 2017					
POSITION	RANGE	STEP	MONTHLY	YEARLY	HOURLY
Clerical Aide (all depts.) Library Page I Parks Cashier	14	A	1,776.67	21,320	10.2500
		B	1,865.50	22,386	10.7625
		C	1,958.78	23,505	11.3006
		D	2,056.71	24,681	11.8657
		E	2,159.55	25,915	12.4589
Library Page II Parks Head Cashier	16	A	1,865.50	22,386	9.6139
		B	1,958.78	23,505	10.0950
		C	2,056.71	24,681	10.5990
		D	2,159.55	25,915	11.1290
		E	2,267.53	27,210	11.6860
Finance Accounting Support Clerk Library Assistant	19	A	1,958.78	23,505	10.3430
		B	2,056.71	24,681	10.8610
		C	2,159.55	25,915	11.4040
		D	2,267.53	27,210	11.9740
		E	2,380.90	28,571	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	14.2330
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

Police Reserve: \$11.00 (Schedule F-1, Range 1A / 4) per training session, \$11.00 per hour assigned duty. Police Reserve rate of pay for dances, festivals, and similar duties shall be 1½ times Range 29A (Schedule E). All drills and training sessions must be officially approved.

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 E of pay range	Schedule B
Fire Management	Step E of pay range	Schedule B
Police Union (sworn)	Step E of pay range	Schedule C
Police Union (nonsworn)	Step E 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. 17-23 adopted by the City Council on July 3, 2017 is hereby repealed and superseded by this resolution.

Section 15. Effective Date. The provisions of this resolution shall become effective upon passage and are retroactive to July 1, 2017.

ADOPTED BY THE CITY COUNCIL THIS _____ DAY OF _____, 2017.

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2017.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION: YEA NAY ABSENT

Councilor Nemlowill
Brownson
Price
Jones

Mayor LaMear



CITY OF ASTORIA

Founded 1811 • Incorporated 1856

July 7, 2017

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: LIQUOR LICENSE APPLICATION FROM SAMUEL MCDANIEL DBA ASTORIA DOWNTOWN MARKET LOCATED AT 1020 COMMERCIAL STREET, SUITE A FOR A CHANGE OF OWNERSHIP FOR AN OFF-PREMISES SALES LICENSE (FINANCE)

Discussion & Analysis

A liquor license application has been filed by Samuel McDaniel for Astoria Downtown Market. This application is a Change of Ownership for an Off-Premises Sales License. The Off-Premises Sales License allows the following:

- May sell factory-sealed containers of malt beverages, wine, and cider at retail to individuals in Oregon for consumption off the licensed premises.
- A factory-sealed container of malt beverages may not hold more than 2 ¼ gallons.
- May sell malt beverages, wine, and cider to individuals in a securely covered container ("growler") for consumption off the licensed premises (the container may not hold more than 2 gallons)
- Eligible to apply to get pre-approval to provide sample tastings of malt beverages, wine, and cider for consumption on the premises.
- The license comes with the privilege to make next-day delivery of malt beverages, wine, and cider directly to an Oregon resident. Note: must follow OAR 845-006-0392 and 845-006-0396.
- To make same-delivery of malt beverages, wine, and cider directly to an Oregon resident the licensee must apply and received OLCC prior approval. Note: must follow OAR 845-006-0392 and 845-006-0396.

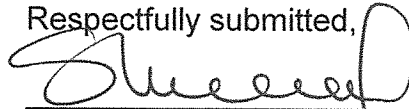
The site is located at 1020 Commercial Street, Suite A, Astoria. The application will be considered at the July 17, 2017 meeting. A copy of the application is attached.

The appropriate Departments have reviewed the application. The Astoria Police Department has prepared the attached memorandum for Council's review. No objections to approval were noted.

Recommendation

Staff recommends that the City Council consider this application.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Susan Brooks', written over a horizontal line.

Susan Brooks

Director of Finance & Administrative Services



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

ORIGINAL

Application is being made for:		CITY AND COUNTY USE ONLY	
LICENSE TYPES <input type="checkbox"/> Full On-Premises Sales (\$402.60/yr) <input type="checkbox"/> Commercial Establishment <input type="checkbox"/> Caterer <input type="checkbox"/> Passenger Carrier <input type="checkbox"/> Other Public Location <input type="checkbox"/> Private Club <input type="checkbox"/> Limited On-Premises Sales (\$202.60/yr) <input checked="" type="checkbox"/> Off-Premises Sales (\$100/yr) <input type="checkbox"/> with Fuel Pumps <input type="checkbox"/> Brewery Public House (\$252.60) <input type="checkbox"/> Winery (\$250/yr) <input type="checkbox"/> Other: _____	ACTIONS <input checked="" type="checkbox"/> Change Ownership <input type="checkbox"/> New Outlet <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input type="checkbox"/> Other _____	Date application received: <u>6/13/17</u> The City Council or County Commission: <u>City of Astoria</u> <small>(name of city or county)</small> recommends that this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied By: _____ <small>(signature)</small> <small>(date)</small> Name: _____ Title: _____	
90-DAY AUTHORITY <input checked="" type="checkbox"/> 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		OLCC USE ONLY Application Rec'd by: <u>(Signature)</u> Date: <u>6/13/17</u> 90-day authority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
APPLYING AS: <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Individuals			

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

① Samuel McDaniel ③ _____
 ② _____ ④ _____
2. Trade Name (dba): Astoria Downtown Market
3. Business Location: 1020 commercial street ste. A Astora, Clatsop, OR 77103
(number, street, rural route) (city) (county) (state) (ZIP code)
4. Business Mailing Address: _____
(PO box, number, street, rural route) (city) (state) (ZIP code)
5. Business Numbers: 503 338 4321
(phone) (fax)
6. Is the business at this location currently licensed by OLCC? ☒ Yes ☐ No
7. If yes to whom: Banga Investments LLC Type of License: Off-Premises Sales
8. Former Business Name: Astoria Downtown Market
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? City of Astoria
(name of city or county)
11. Contact person for this application: Samuel A. McDaniel 971-704-4778
(name) (phone number(s))
629 9th st apt A samuelmcdaniel529@gmail.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 Sam McDaniel Date 5/12/17 ③ _____ Date _____
 ② _____ Date _____ ④ _____ Date _____



OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Samuel A. McDaniel Phone: 971-704-4778

Trade Name (dba): ASTORIA DOWNTOWN MARKET

Business Location Address: 1020 COMMERCIAL STREET STE. A

City: ASTORIA ZIP Code: 97103

DAYS AND HOURS OF OPERATION

Business Hours:

Sunday 9am to 4pm
Monday 8am to 8pm
Tuesday 8am to 8pm
Wednesday 8am to 8pm
Thursday 8am to 8pm
Friday 8am to 8pm
Saturday 8am to 8pm

Outdoor Area Hours:

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

The outdoor area is used for:

☐ Food service Hours: _____ to _____

☐ Alcohol service Hours: _____ to _____

☐ Enclosed, how _____

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

(Investigator's Initials)

Seasonal Variations: ☒ Yes ☐ No If yes, explain: Sunday's are usually closed during the winter & fall months

ENTERTAINMENT

Check all that apply:

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

DAYS & HOURS OF LIVE OR DJ MUSIC

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

SEATING COUNT

Restaurant: _____ Outdoor: _____
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: _____

OLCC USE ONLY

Investigator Verified Seating: ____ (Y) ____ (N)

Investigator Initials: _____

Date: _____

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

Applicant Signature: Sam McDaniel Date: 5-12-17

1-800-452-OLCC (6522)

www.oregon.gov/olcc

(rev. 12/07)



CITY OF ASTORIA
FOUNDED 1811 – INCORPORATED 1856

POLICE DEPARTMENT

MEMORANDUM

DATE: JULY 17, 2017

TO: MAYOR AND COUNCIL

FROM: BRETT ESTES, CITY MANAGER

SUBJECT: **LICENSE RECOMMENDATION ASTORIA
DOWNTOWN MARKET CHANGE OF OWNERSHIP**

DISCUSSION / ANALYSIS

In June 2017, The City of Astoria received notice that Astoria Downtown Market 1020 Commercial Street, Suite A, Astoria applied for a change of ownership. The change of ownership will continue allowing Astoria Downtown Market to sell sealed alcohol containers of beer, wine, malt beverages and cider for off premise consumption.

Astoria Downtown Market's hours of operation are 8:00 AM – 8:00 PM Monday through Saturday and 9:00 AM – 4:00 PM on Sundays.

This change of ownership does not change or expand the current manner in which alcohol sales are conducted at the Astoria Downtown Market.

OLCC will be issuing a 90 day temporary permit for on premise sales so Astoria Downtown Market can continue operations while their application for change of ownership goes through the review process.

APPLICANT

The applicant for the license is Samuel McDaniel. McDaniel is currently the manager of Astoria Downtown Market but is taking over ownership of the business. Representatives from the Astoria Police Department have investigated the background of the applicant.

During the background investigation McDaniel's individual history form question 19 indicated **yes** to the question (In the past 12 years, have you been convicted [convicted includes paying a fine] in Oregon or any other state of a misdemeanor or felony?

McDaniel attached a sheet listing convictions and diversions as:

Convictions

Criminal Mischief; 2003, Cottage Grove, OR

Delivery of Marijuana, Manufacturing and delivery of controlled substance, and possession of controlled substance; 2007, Lane County, OR

Possession of Marijuana; 2011; Cottage Grove, OR

DUII and Possession of Marijuana; 2012; Lane County, OR

Public use of inhalant; 2013; Cottage Grove, OR

Diversions

Looking Glass; 2002; completed (was a minor); Cottage Grove, OR

Serenity Lane; 2007; incomplete; Eugene, OR

Emergence; 2008; incomplete; Cottage Grove, OR

Emergence; 2012; completed; Cottage Grove, OR

*Clatsop Behavior Health; 2015; completed;
Astoria, OR*

*There may have been another emergence in
between 08' and 12' that was not completed.*

On 07/06/2017 I met with Samuel McDaniel regarding his background. I explained that I wanted to give him an opportunity to give an explanation to council regarding the convictions and diversions he provided with his OLCC application.

Mr. McDaniel explained that the incident in 2003 occurred when he was 18 years of age. Mr. McDaniel reported that while intoxicated he punched out some windows and received a diversion by going through drug and alcohol rehabilitation.

The incident Mr. McDaniel listed for 2007 involved Unlawful possession and delivery of marijuana and deliver and possession of psilocybin mushrooms. Mr. McDaniel told me that he was felony convicted related to this incident. I have been able to confirm that Mr. McDaniel shows convictions for Unlawful Delivery of Marijuana for consideration and Controlled Substance Offense Manufacture and Delivery. Mr. McDaniel received probation for this matter. I do not know specifics of this case. It doesn't appear the charges related to psilocybin mushrooms were pursued in this case. Marijuana laws have changed substantially since this conviction. Mr. McDaniel is eligible to petition the courts to have prior marijuana convictions set aside.

Mr. McDaniel told me that his possession of marijuana charge in 2011 was for possession of less than an ounce of marijuana, which at the time would have been a non-criminal violation. Under current law his possession if he were over 21 years of age, would be legal.

The incident Mr. McDaniel listed for 2012 involved DUII and Possession of marijuana. The marijuana possession per Mr. McDaniel was less than one ounce, which at the time would have been a non-criminal violation. Under current law his possession if he were over 21 years of age, would be legal. Mr. McDaniel told me that he participated in DUII Diversion related to this incident.

I did not discuss the public use of an inhalant conviction in 2013 listed by Mr. McDaniel. I see no associated conviction on McDaniel's Computerized Criminal History (CCH) records I reviewed.

Mr. McDaniel told me he has not consumed alcoholic beverages for approximately 8 years. He has maintained his job at Astoria Downtown Market for the past two years.

Mr. McDaniel told me he has received a certificate in business from Clatsop Community College and he is currently enrolled at Linfield College where he is working on obtaining a certificate in sustainability. The information from the college is as follows:

The Certificate in Sustainability is an interdisciplinary program designed to provide students with the knowledge and skills to advance sustainability goals and practices within large and small business, non-profit organizations and public sector institutions. The program provides a strong foundational understanding of the social, ecological, and economic imperatives providing the foundation for sustainability theory.

The certificate also focuses on sustainable practices in major areas such as waste reduction, alternative transportation, renewable energy, green architecture and landscape design. Students who complete the certificate will have a firm understanding of how the sustainability of human and environmental systems are interrelated as well as how to take practical steps to help organizations and businesses achieve sustainability related goals and objectives.

In April I spoke with Mr. McDaniel in response to a conversation he had with an Astoria Police Officer about reports that homeless individuals were purchasing alcohol from Astoria Downtown Market and drinking those beverages in downtown Astoria.

Mr. McDaniel informed me that he took the matter very seriously. Mr. McDaniel posted signs around the market which read as follows:

IF YOU ARE SEEN DRINKING ALCOHOL WITHIN THE VICINITY OF THIS LOCATION, THE ASTORIA POLICE DEPARTMENT WILL BE CALLED IMMEDIATELY AND RESULT IN BEING BARRED FROM BUYING ALCOHOL FROM THIS LOCATION FOR A WEEK (NO EXCEPTIONS)

PLEASE BE AWESOME

Mr. McDaniel also informed me that he wanted to coordinate with the Astoria Police Department to help him build a relationship with reporters of the issue. Mr. McDaniel also contacted retailers through Astoria Downtown Association

555 30th Street, Astoria Oregon 97103
Patrol (503) 338-6411 Records (503) 338-6433 Fax (503) 325-4897

indicating he would like to create a solution that if a store manager, business owner or property manager / owner and he can positively identify any individual drinking alcohol publicly within the vicinity of their business or property that he would refuse to sell alcohol to the individual indefinitely. Mr. McDaniel also indicated that he would also welcome any other legal solutions that the Astoria Police Department or community members have to offer as long as fair to all stakeholders.

Mr. McDaniel has also signed his business up for an Astoria Police Department Program called Property Watch.

NEIGHBORHOOD SURVEY

The location of this business is in a business district and therefore those surveyed were other businesses. There were no objections by any of the entities contacted.

RECOMMENDATION

Given the listed information staff has no objection to the granting of the change of ownership.



Eric Halverson, Deputy Chief



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

MEMORANDUM

DATE: JULY 12, 2017

TO: MAYOR AND CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CREATING A SUSTANIABLE PARKS AND RECREATION DEPARTMENT
BY IMPLEMENTING A PARKS AND RECREATION FEE AND INCREASING
THE TRANSIENT LODGING TAX

BACKGROUND

The City of Astoria Parks and Recreation Department provides 310 acres of parks, trails and natural areas. Astoria's parks are close to just about any resident, the city's businesses, and area schools. They provide recreation access to every one of all ages and abilities. Our residents enjoy everything from ball fields, to neighborhood spaces, to historic sites, that let residents and visitors connect with each other and their neighbors.

Over the past 40 years Astorians have shown how much they treasure Astoria's park land by building 42 new parks. In 1996 residents showed how much they value health, wellness, and recreation by passing a 2.95 million dollar bond and fundraising \$600,000 to build the Astoria Aquatic Center. Astoria has also increased community recreation services by adding and expanding athletic leagues and tournaments, youth programs, such as the afterschool program, summer day camp and teen center, adding health and wellness programs, community and family events, a community garden, Port of Play – our indoor playpark, and filling an important community need for quality childcare with Lil' Sprouts Academy. This has increased Astoria's livability and made Astoria a desirable place for families, adults, seniors, and youth.

All told, Astoria's number of parks has increased by 60% and recreation services have quadrupled over the past 40 years, while the number of full time employees has decreased by 50%. That means Astoria has a growing list of unmet operational and maintenance needs for parks, and that the aquatic center and recreational services are being provided without sufficient staffing levels.

Aside from fees for services, Astoria primarily maintains its parks with general fund tax dollars. These funds are the main source of revenue for City government which also funds Police, Fire, Community Development, Library and the Finance Departments. Because these are essential City services they cannot be reduced to fund parks and recreation needs.

To offset this decrease, Astoria Parks and Recreation staff have worked hard focusing on business practices such as reducing costs, increasing efficiency and generating additional revenue. Staff have increased efficiency by replacing out of date high energy consuming equipment with energy efficient equipment, incorporated an online point of sale and recreation management system to streamline efficiencies, provide better customer service while increasing revenue and decrease

staffing costs. This has occurred while staff generated an additional 43% or \$450,000 dollars annually in additional revenue over the past 10 years by adding programming, marketing, and building partnerships. Because of these efforts, the deficit gap between available tax funds and funding needed to maintain our facilities has narrowed greatly.

But currently additional funding is needed this year and even more in future years as costs continue to rise and our 310 acres of park land, the Aquatic Center, and recreation services continue to need maintenance and repair, and critical staffing in order to keep them safe, attractive and open for our community.

Over the past 6 months the Astoria City Council has been evaluating a variety of additional revenue sources to support Parks and Recreation operations and maintenance costs such as a Parks and Recreation Fee administered through a utility bill and lodging tax increases. Astoria City Council has also been evaluating program and service reductions and the sale of park land to reduce costs.

ESTABLISHED NEED

\$350,815 – Life raft scenario presented on March 23, 2017

\$100,000 – Plus deficit in FY 17-18 budget and adjustment moving away from aspirational budget

\$25,811 – Minus service reductions discussed on April 12, 2017

\$425,004 – Total established need for FY17-18 to implement the Life raft scenario (keeping cuts)

Life Raft Scenario - \$350,815

At the March 23rd City Council Work Session there was discussion regarding the Parks and Recreation Departments resources versus requirements. Within this work session, City Council was provided a scenario referred to as “Life Raft” which would provide the additional funding needed maintain and increase staffing levels to the industry and peer community minimum standard for the Administration, Aquatics, and Recreation Divisions. The “Life Raft” would also provide stability to the department to allow for other actions such as pursuing sale of park lands and looking for longer term solutions for Parks funding.

Although the life raft scenario would not increase the Department’s maintenance division to meet the industry or our peer community minimum standards for care, the City has taken large steps in the past year to assist in improving the maintenance of our parks by providing Promote Astoria Funds to; contract out the maintenance of tourist related sites in 11 or our 310 acres; pay utility bills at tourist related sites like the Astoria Column, 15th Street Triangle, Peoples Park, 9th & Astoria Park, etc., pay for full restroom and cleaning services at the Downtown and Doughboy restrooms and partial restroom cleaning services at Tapiola and Evergreen restrooms. Further, starting this fall, Recology will begin emptying the garbage cans within Astoria’s Parks, providing an additional 600 hours in staff capacity to begin improving our most utilized park sites.

The “Life Raft” scenario would re-establish some of the previously eliminated fulltime positions and increase the salaries our part-time park maintainers, cashiers, and childcare providers. This would result in: better customer service by investing in our front line staff and providing the proper training and oversight; providing consistent information and increased community outreach; providing stronger financial reporting; improved care of parks and cemetery; decreased pool closures by preventing staffing shortfalls; improved cleanliness of indoor facilities; increased safety of facilities; increased merchandizing; improved program quality; capacity to collaborate with other community agencies and seek sponsors; employee retention resulting in reduced repeat training hours; and improving staff retention by providing a healthy work life balance.

For example, the Department's maintenance division has found it challenging to recruit employees due to low wages, and employee turnover has been high due to the fast pace and high demands of being understaffed. Increasing the park workers' pay rates to a competitive level or equal to that of other City departments would improve maintenance conditions in the City's parks and at Ocean View Cemetery.

Plus deficit and adjustment from aspirational budget - \$100,000

Following the March 23, 2017 work session as the 2017-2018 fiscal year budget was being formed it was concluded that an additional \$100,000 was needed to cover expenses for the status quo (not considering the life raft scenario.) This is caused by increasing expenses from wages and benefits as well as to provide funding for minimum staffing levels.

Minus service reductions - \$25,811

During the April 12, 2017 City Council Work Session, City Council provide direction to begin reducing Parks and Recreation Services by looking into the possible sale of Birch Field, Tidal Rock Park, Post Office Park, and Customs House and eliminated the following recreation programs: Gobbler Gallop, New Year's Fun Run, Wellness Challenge, Easter Egg Hunt, Glow in the Dark Easter Egg Hunt, Father Daughter Dance, Monster Bash, Kids Day in the Park, Movies in the Park, First Aid and CPR Classes, Drop-in childcare, Pumpkin Carving, Easter Egg Dying, Valentine's Day Tea, Dr. Seuss Night, and the Little Hitters and Little Kickers program. The total savings from discontinuing these recreational programs is \$25,811 per year.

As was discussed at the June 19th, Council meeting, the City Manager stated it was his understanding that the City Council's goal was to develop a funding strategy to implement the Life Raft scenario. He also stated that staff would develop funding scenarios which Council could consider to reach that goal. Staff has completed this analysis, as outlined below. It should be noted that a recommendation has been provided by staff as a way to fund the Life Raft Scenario and provide additional funds which could implement additional services. That being said, Council could determine to change staff's recommendation on the amount of a Parks and Recreation Fee and / or percent increase in Transient Room tax to still achieve the Life Raft goal. Decisions will need to be made by Council as to whether the service reductions noted above should stay in place. Additionally, in discussions at Council work sessions, there have been questions from Councilors as to what could be completed if funds over the life raft scenario could be achieved. Staff's recommendation would provide funds which could allow for the reinstatement of service reductions and provide additional resources for other functions such as increased levels of park / cemetery maintenance, construction management and maintenance of proposed Scandinavian Heritage Park, and other items. Included below is additional discussion on this topic.

TRANSIENT ROOM TAX

Transient lodging taxes (TLTs) are taxes for temporary lodging at hotels, motels, and other temporary lodgings. Oregon has a statewide 1.8% TLT and cities and counties can also charge a local TLT subject to certain limitations.

For new or increased local lodging taxes:

- 70% must be used for tourism promotion or tourism related facilities
- 30% is unrestricted in use and could go to the City's General Fund for Parks services

In the attached memo from City Attorney Blair Henningsgaard received on June 26, 2016, the City Attorney stated:

"An Attorney General Opinion from 2008, concludes that it is appropriate for the City to use revenues generated from increases in the room tax rate in any way it sees fit if the funds are used to maintain or improve tourist related facilities. So long as the expenditures are used for maintenance or improvement, 100% of the "new" tax dollars can be used.

A tourist-related facility is one that has a substantial purpose, not necessarily the main purpose, of providing for pleasure and recreation activities for people who travel more than 50 miles or stay overnight. Our parks, pool and river-walk are tourist-related facilities. This means that 100% of all expenses for maintenance and improvement for these facilities can be paid with "new" tax dollars.

In my opinion "maintenance expenses" may also include salaries or a portion of salaries attributable to maintenance. For example, if the City employs pool or park maintenance workers, the salaries for those workers should qualify. Alternatively, if a percentage of an employee's time can be attributed to maintenance a portion of that salary should also qualify."

Given the stated opinion of the City Attorney. It is reasonable for transient room taxes allocated to the City's Promote Astoria Fund be used for to pay for:

- \$639,090 of the Parks and Recreation Departments aquatics expenses which constitutes 100% of the Astoria Aquatic Center expenses.
- \$57,334 of the Parks and Recreation Departments recreation expenses which constitutes 8% of the Cities total recreational programing expenses.
- \$570,520 of the Parks and Recreation Departments park maintenance expenses which constitutes 100% of the City's total Parks Maintenance expenses.
- \$183,945 of the Parks and Recreation Departments administrative expenses which constitutes 66% of the City's Parks and Recreation total Administrative and oversight expenses.

In total there are over \$1,450,889 in eligible Parks and Recreation Department expenditures that could be allocated to the Promote Astoria Fund. That said, currently staff are proposing only a fraction of this amount be allocated to address the life raft scenario. However, due to other priorities and commitments within the Promote Astoria Fund there is currently no available resources remaining under current TLT rate collection rates. For further specifics on the relation of these expenses to tourist activities and facilities please see the attached breakdown. This is staffs proposed methodology for use of the Transient Lodging Tax dollars allocated to the Promote Astoria Fund for City Councils consideration.

PARKS AND RECREATION FEE

During the June 5th City Council meeting, City Council directed staff to prepare an ordinance and resolution to implement a \$3 per water meter Parks and Recreation Fee for residential customers. After review and additional discussion, concerns were raised about the potential inequality of a per meter fee versus a per unit fee. After further discussion during the June 17th City Council meeting, City Council directed staff to prepare an ordinance and resolution to implement a \$3 per residential unit Parks and Recreation Fee as well as for commercial customers.

Presently we do not have a complete breakdown of which residential meters are multifamily, duplex, or single family, nor how many units are within a multifamily building. Staff has obtained data from the Clatsop County assessor's office which includes a breakdown of properties which are considered two family (duplex), three family, and four family. The assessor's office, however, does not have information as to the number of units in multi-family properties over five. To implement a per-unit Parks and Recreation Fee, additional work would need to be completed by the City of Astoria. This would include analyzing the County assessor data and determining the specific number of units in the multifamily properties over five units. City Manager Estes and Finance Director Brooks have estimated this could cost \$10,000-\$20,000 to complete this task. It should be noted that as a part of community housing discussions there have been questions as to how many multifamily units were within the City of Astoria. In addition to collecting the data for a Parks and Recreation Fee there would be the reciprocal benefits in the City's ongoing efforts analyzing and addressing housing concerns.

ESTIMATE OF REVENUE THAT COULD BE GENERATED FROM A PARKS AND RECREATION FEE AND INCREASE IN THE TRANSIENT ROOM TAX

Included below are charts that were presented during the May 4th City Council work session in the "Potential Funding Sources for Parks and Recreation Services" Memo.

Parks and Recreation Fee		Transient Room Tax Increase			
Monthly Dollar Value	Estimated Revenue Generated	Percentage Increase	Increase to Promote Astoria Fund (70%)	Increase available for other use (30%)	Estimated Revenue Generated
\$1.00	\$51,180	1%	\$143,500	\$61,500	\$205,000
\$2.00	\$102,360	1.5%	\$215,250	\$92,250	\$307,500
\$2.50	\$127,950	2%	\$287,000	\$123,000	\$410,000
\$3.00	\$153,540	2.5%	\$358,750	\$153,750	\$512,500
\$4.00	\$204,720	3%	\$430,500	\$184,500	\$615,000
\$5.00	\$255,900	4%	\$574,000	\$246,000	\$820,000
\$6.00	\$307,080	5%	\$717,500	\$307,500	\$1,025,000
\$7.00	\$358,260	6%	\$861,000	\$369,000	\$1,230,000
\$8.00	\$409,440				

If City Council chooses to implement a Parks and Recreation Fee and/or increase the Transient Room Tax Rate, it is recommended to take effect in six months on January 1, 2018. It is anticipated it would take this amount of time to inventory the number of residential units in multifamily buildings and provide time for lodging establishments to implement the increased tax rate. During this time, if Council wished to pursue a Parks and Recreation Fee, staff would develop a collection policy for those who did not pay the Fee. As staff has stated previously, it is not recommended that water service be disconnected as a part of non-payment of a Parks Fee. It would be proposed that non-payment of a Parks and Recreation Fee would be forwarded to a collections agency with nonpayment fees attached. This policy would be brought to Council before initiating collection. As this additional revenue would not be collected for half of the 2017-2018 fiscal year, implementing the Life Raft scenario now would result in an expected end of year transfer up to \$200,000 - \$300,000. This total transfer amount would depend on the length of time needed it to recruit and hire employees.

SERVICE REDUCTIONS

During the development of the Parks and Recreation Comprehensive Master Plan it was found that “despite a cost recovery rate of nearly double the national average, and a top-quartile standing for revenue generated per capita, the Department struggles to achieve the most basic level of maintenance and safety for its facilities, and personnel to support its programs.” This high revenue production combined with very low expenses leaves little financial gain when eliminating services that Astorians rate as extremely important to their quality of life.

If additional revenue is not identified and the Life Raft scenario is not implemented, then the City needs to make choices to stabilize some of the Parks and Recreation Departments divisions to ensure safe and sustainable operations. Prioritizing these services to meet our current subsidy level is challenging as our most prioritized services identified by the community require the most money to provide.

For example the Parks Maintenance Division which provides ground operations, facility operations and cemetery operations requires the highest level of subsidy for the Department as the only revenue generated for the Division is through Cemetery Services, while the maintenance of the other 68 sites does not generate revenue as the City does not charge for park usage. The Aquatics Division operates the Astoria Aquatic Center and provides swimming lessons, access for swim teams, water aerobics and rentals has the second largest subsidy within the Department. While the Recreation Division which operates the Astoria Recreation Center; Port of Play (our indoor playpark); Teen Center; Lil' Sprouts Academy (which provides child care services for over 100 children per day); numerous youth and adult athletic programs; after school and summer day camp programs; and specialty programs like jiu-jitsu and gymnastics, has the lowest subsidy.

While the subsidy level for all divisions is far lower than the national average and peer communities within the State, and while citizen feedback received from the Comprehensive Master Plan prioritized Aquatic Center services over other recreational programs, making further reductions to recreational programs would not provide the savings needed to sustain Aquatic Center and parks maintenance operations. Therefore, if funding for the established need of \$425,004 is not established staff is proposing closure of the Astoria Aquatic Center and the elimination of all youth and adult athletics programs. Under this scenario, the Parks and Recreation Department focus would be maintaining parks and cemetery grounds as well as provide some recreational functions. Upcoming vacancies in staff positions (particularly at the Aquatic Center) are anticipated within the next month and a half. Should it be determined that the Life Raft Scenario not be funded it would be staff's recommendation that the Aquatic Center close the last day of August. This would coincide with program and monthly pass schedules. Additionally, it would be proposed that adult and youth athletics programs would discontinue after the completion of the summer seasons at the end of August should it be determined the “Life Raft” Scenario not be funded.

It should be noted that the Astoria Aquatic Center and recreational programs have taken years of smart business management to become some of the most cost effective in the country. If programs and facilities are closed, it will likely take several years for them to return to their current low subsidy levels. Thousands of customers, high demand part time employees, and partners like the Coast Guard, School District, and Columbia Memorial Hospital could find other service providers and would move elsewhere, making it difficult to re-establish. Therefore, these closures and program eliminations should not be viewed as a temporary fix. Eliminating these services would have long term effects financially, should the programs be reestablished in the future, and would provide a decreased set of activities and amenities for Astorians.

SUMMARY

It is recommended that City Council implement a Parks and Recreation Fee in the amount of \$3.00 and increase the Transient Room Tax rate from 9% to 11%, a 2% increase, to sustain parks and recreation services and quality of life for Astorians. This would provide an estimated \$563,540, leaving \$138,536 in additional funds that could be used for other Parks and Recreation Department needs. While this amount would not provide funds to implement all of the items listed below, it could implement several programs/projects. Some of these programs/projects would include returning the family and community events and health and wellness programs that were eliminated during the April 12th work session; reinstating the CHIP-in park volunteer program; replacing recently removed hazardous playground equipment; increasing park maintenance levels; or improving maintenance conditions at Ocean View Cemetery. These funds could also be used for popular community requests such as assisting in construction management and maintenance of the proposed Scandinavian Heritage Memorial, maintaining a Dog Park, or addressing the operational hours or fees at the Aquatic Center. If Council concurred with the funding scenario provided above, it would be Parks staff's recommendation to first reinstate family and community events. As to making the determination as to what other priorities are most important there could be subsequent discussion with Council as to what other priorities could added at later time.

To implement this recommendation, City Council will need to consider two ordinances: one ordinance to amend the City Code allowing for a Parks and Recreation Fee, and the second to amend the City Code to increase the transient room tax rate. Both ordinances are attached for consideration. If first readings were held at the July 17th Council meeting, second readings would be scheduled for August 7, 2017. Should Council determine that a Parks and Recreation Fee should be implemented and a first reading was held at the July 17th meeting, a resolution would be brought to Council on August 7th to set the level of the Parks and Recreation Fee (as directed by Council).

RECOMMENDATION

It is recommended that City Council:

- 1) Consider the Parks and Recreation Fee and Transient Lodging Tax funding level recommendations as noted in the Summary and direct staff how to proceed to implement the Life Raft Scenario. If Council determined to implement a Parks and Recreation Fee, direct staff to bring back a resolution (specifying a specific rate) to the next Council meeting.
- 2) Hold a public hearing for the Parks and Recreation Fee ordinance and if wishing to implement a Parks and Recreation Fee hold first reading.
- 3) Hold a public hearing for Transient Lodging Tax ordinance and if wishing to increase the Transient Lodging Tax (identify a specific percentage) and hold first reading.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

ORDINANCE NO. 17 - ____

AN ORDINANCE AMENDING CODE SECTION 8.045.2
PERTAINING TO TRANSIENT ROOM TAX.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. Section 8.045.2 is amended to read as follows:

“8.045.2 Tax imposed. For the privilege of occupancy in any hotel on or after January 1, 2018 each transient shall pay a tax in the amount of 11 percent of the rent charged by the operator. The tax constitutes a debt owed by the transient to the city, which is extinguished only by payment by the operator to the city. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. The operator shall enter the tax on hotel records when the rent is collected, if the records are kept on the cash accounting basis, and when earned if the records are kept on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the operator with each installment. In all cases, the rent paid or the charged for occupancy shall exclude the sale of any goods, services, commodities, other than the furnishings of rooms, accommodations and space occupancy in the mobile home parks or trailer parks.”

Section 2. This ordinance shall take effect 30 days after adoption.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF AUGUST, 2017.

APPROVED BY THE MAYOR THIS ____ DAY OF AUGUST, 2017.

MAYOR

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor Brownson

Jones

Nemlowill

Price

Mayor LaMear

ORDINANCE NO.17-

AN ORDINANCE ADOPTING A PARKS AND RECREATION FEE.

THE CITY OF ASTORIA DOES ORDAIN AS FOLLOWS:

Section 1. **Creation and Purpose.** A Parks and Recreation Fee is created and imposed for the maintenance and operation of City parks and recreational services. The Parks and Recreation Fee shall be paid by the responsible party. The Parks and Recreation Fee is a charge for services the City provides in maintaining public parks, public recreational services, and to ensure that maintenance occurs in a timely fashion, thereby reducing increased costs that result when maintenance is deferred.

Section 2. **Definitions**

- A. **Parks and Recreation Director.** The Director of Parks and Recreation or the Director's designee.
- B. **Director of Finance and Administrative Services.** The Director of Finance and Administrative Services or the Director's designee.
- C. **Property.** Piece of land, real estate, or structure which would include but not be limited to residential, commercial and or industrial uses. Property considered residential includes single family, duplex, multifamily residential units as well as group homes and accessory dwelling units.
- D. **Recreation Services.** Recreation and leisure activities, including, but not limited to athletics, aquatics, childcare, teen center operations, camps, classes, recreation center operations, fitness, health and wellness, and life enrichment activities.
- E. **Responsible Party.** The person or persons who by occupancy or contractual arrangement are responsible to pay for utility charges billed to a City water meter. Unless another party has agreed in writing to pay and a copy of the writing is filed with the city, the person(s) paying the city's water /sewer bill shall be deemed the responsible party. Any person who has agreed in writing to pay is considered the responsible person only if a copy of the writing is filed with the City.
- F. **Park Maintenance.** Any action to operate and maintain city parks, including, but not limited to repair, renewal, replacement, reconstruction, minor improvements, programming, recreation and other park activities. Park maintenance may include the capital development, construction, or acquisition of new parks or undeveloped parks.

Section 3. **Administrative Officers Designated**

- A. Except as provided in subsections B and C of this section, the Director of Parks and Recreation is responsible for the administration of the Parks and Recreation Fee and is responsible for developing procedures for the administration of this fee.

- B. The Director of Parks and Recreation Director shall develop and oversee park maintenance programs and the expenditure of resources budgeted for park system maintenance.
- C. The Director of Finance and Administrative Services is responsible for the collection and calculation of Fees and processing any appeals relating to the Parks and Recreation Fee.

Section 4. Parks and Recreation Fees Allocated to the Parks and Recreation Fund

- A. All Parks and Recreation Fees received shall be deposited to the parks and recreation fund or any other fund that may be established for the operation and maintenance of the City parks and recreation services.
- B. All Parks and Recreation Fees received shall be used for park maintenance and recreational services provided by the Parks and Recreation Department and not for other governmental or propriety purposes of the City.

Section 5 Amount of Fee

- A. The amount of the Parks and Recreation Fee shall be established yearly by Council resolution and shall supported by projections provided by the Director of Parks and Recreation.
- B. Every property within the City limits of Astoria receiving a City water/sewer bill shall be charged a Parks and Recreation Fee (s) for each water meter associated with that property. In cases where residential properties contain two or more units, fees may be charged on a per unit basis.

Section 6. Billing and Collection of Fee

- A. The Parks and Recreation Fee shall be billed to and collected from each responsible party for every water meter associated with a property as provided for in the implementing resolution. The fee shall be included and separately itemized on the city water and/sewer bill.
- B. The Parks and Recreation Fee and associated penalties and interest are considered separate from the water and /sewer fees, interest and penalties. Payments will first be applied to water and /sewer fees, interest and penalties with remainder to be applied to Parks and Recreation Fees, interest and penalties.
- C. Parks and Recreation Fees are due and payable upon receipt of the bill. If the Parks and Recreations fees are not paid by the fifteenth (15th) day of the month following the month of billing, the Parks and Recreation Fees shall be considered delinquent.
- D. The city shall follow established procedures for collection of delinquent accounts if the Parks and Recreation Fee is not paid by the due date.

Section 7. Waiver of Fees

- A. The Parks and Recreation Fee shall not be assessed on any property if water/sewer service has been shut-off due to vacancy.
- B. The Parks and Recreation Fee shall not be assessed shall not be assessed against any person who is on the City's utility assistance program.

Section 8. Administrative Policies

- A. The following policies shall apply to the operation and scope of Parks and Recreation Fee:
 - 1. The Parks and Recreation Fees shall be included on all water/sewer bills whether currently occupied or not (except as outlined in Section 7.A.) and regardless as to whether the responsible party is a local, state or federal government.
 - 2. Fees imposed under this chapter become due from the date a responsible party first receives a City utility bill.
 - 3. The Directors of Parks and Recreation Director and Finance and Administrative Services shall review the policies and procedures for the assessment and collection of the Parks and Recreation Fee and, where appropriate, recommend changes to the city council.

ADOPTED BY THE CITY COUNCIL THIS ____ DAY OF AUGUST 2017.

APPROVED BY THE MAYOR THIS ____ DAY OF AUGUST 2017.

Mayor

ATTEST:

City Manager

ROLL CALL ON ADOPTION YEA NAY ABSENT

Councilor Nemlowill
Brownson
Price
Jones
Mayor LaMear



CITY OF ASTORIA
Municipal Court
1095 Duane St
Astoria OR 97103
(503) 325-3939
Fax: (503) 338-6630

M E M O R A N D U M

DATE: June 26, 2017

TO: Angela Cosby, Director
Parks & Recreation

FROM: Blair Henningsgaard
City Attorney

RE: Use of New Room-Tax Dollars

This memo follows up on our discussion of room tax dollars. An Attorney General Opinion from 2008, concludes that it is appropriate for the City to use revenues generated from increases in the room tax rate in any way it sees fit if the funds are used to maintain or improve tourist related facilities. So long as the expenditures are used for maintenance or improvement, 100% of the "new" tax dollars can be used.

A tourist-related facility is one that has a substantial purpose, not necessarily the main purpose, of providing for pleasure and recreation activities for people who travel more than 50 miles or stay overnight. Our parks, pool and river-walk are tourist-related facilities. This means that 100% of all expenses for maintenance and improvement for these facilities can be paid with "new" tax dollars.

In my opinion "maintenance expenses" may also include salaries or a portion of salaries attributable to maintenance. For example, if the City employs pool or park maintenance workers, the salaries for those workers should qualify. Alternatively, if a percentage of an employee's time can be attributed to maintenance a portion of that salary should also qualify.

RELATION OF PARKS AND RECREATION SERVICES TO TOURISM

AQUATIC CENTER

The Astoria Aquatic Center is a tourist-related facility that provides recreation and leisure activities to people who travel more than 50 miles or stay overnight in Astoria. The Astoria Aquatic Center has been named "Best Gym" in Coast Weekend Magazine for the past three years and provides a lap pool, recreation/leisure pool, kiddie pool, hot tub, and a full exercise center for tourists visiting Astoria.

Eligible Promote Astoria Funding for Aquatics Services

Personnel Services: \$371,250

Materials and Services: \$267,840

Total eligible: \$639,090

2017-2018 FY Adopted Budget: \$639,090

Percent of budget eligible for Promote Astoria Funding for Recreational Services: 100%

Below is a breakdown and explanation of how Aquatic Center expenses relate to the services and facility maintenance available to and utilized by tourists:

Personnel Services: \$371,250

The Astoria Aquatic Center is staffed by one fulltime Aquatic Center Supervisor and 35-45 part time Lifeguards, Swim Instructors and Cashiers. This staff maintains the facility, provides guest services, and ensures the facility is safe and reliably available to serve tourists.

Materials and Services: \$267,840

Office Supplies - \$1,000

When tourists visit the Aquatic Center, they are generally not aware of policies, processes, schedules, or upcoming events and are in need of standard communication methods. A small amount of office supplies, such as pads, pens, paper, ink for printers, etc. are needed to operate, post and provide signage, take notes, print receipts and communicate effectively.

Concession Supplies - \$2,500

When tourists visit the Aquatic Center, they frequently enjoy the facility in-between activities and meals. Concession supplies are stocked to provide snacks and refreshments while utilizing the facility.

Retail Supplies - \$4,000

When tourists are visiting the Astoria Aquatic Center, they are frequently in need of swim caps, goggles, ear plugs, and other swim necessities. The Astoria Aquatic Center keeps a stock of supplies on hand to provide this service.

Operating Supplies - \$64,000

Program supplies: This line item includes supplies needed to maintain swim lessons, lifeguard courses, and water aerobics. These are critical to ensure that classes are maintained to standards that tourists expect. Lifeguard course materials ensure proper education for lifeguards to maintain a safe pool.

Custodial Supplies: Staff have received complaints from tourists that cleanliness is an issue; contracting cleaning services will alleviate lifeguard time spent performing janitorial tasks and will provide a consistent level of cleanliness in the facility up to standards that tourists expect.

Chemicals: Chemicals needed to maintain a safe and clean pool include: CO2, chlorine, and acid. This will ensure that the pool is kept to the health and safety standards that tourists expect.

General Operating Supplies: These items include facility signage for rules and regulations in order for tourists to safely access and utilize the pool and fitness center, as well as supplies necessary for staff training and a staff scheduling system that allows for proper staffing levels needed to maintain a safe pool for tourists to recreate in.

Repair and Maintenance Supplies - \$12,190

Building Materials and Supplies: To maintain the Aquatic Center, tools and repair supplies are needed to support basic operations to meet tourist expectations. This includes custodial items such as paper towels, toilet paper, and soap to maintain a sanitary facility.

Plumbing Services and Supplies: The pool, showers, and hot tub require extensive and consistent maintenance and care to continue operations to remain available during all operating hours for tourists' usage.

Electrical Supplies: Used to provide necessary lighting for the facility and power to equipment essential for everyday operation of the facility for tourists to utilize.

Other Repairs: This line item refers to the necessary maintenance and repair of facility and fitness equipment such as the treadmills, elliptical machines, etc. for tourists to utilize while visiting the fitness center.

Training - \$9,500

The Aquatic Center provides Lifeguard Certification classes quarterly to support the employment and proper certification of lifeguards in order to supply the facility with properly trained staff that promote the health, safety, and well-being of tourists paying for use at the facility. There are monthly in-services to continually maintain training levels and training funds are also used to pay for lifeguards' annual certification costs; which are needed six times a year.

Conferences, Meetings and Travel - \$1,500

Management staff periodically attends out of town meetings and conferences to stay up to date on best practices and industry standards for facility maintenance and operations to provide the most value for tourists' experiences at the Aquatic Center.

Professional Services - \$8,500

Consultants are needed to help market the Aquatic Center to tourists to increase usage at the facility. Janitorial contractors are needed to provide a cleaning services to support a sanitary and safe facility that meets tourists' expectations and standards. Plumbing, electrical and HVAC contract services are required to maintain the facility's water, air and electrical systems. Sprinkler and alarm system contractors are needed for safety system testing and maintenance in case of any type of emergency that may threaten users' health and well-being.

Dues and Membership - \$350

Management staff belong to State and National Aquatics and Recreation Organizations to encourage learning and staff development for enhanced operations enjoyed by tourists.

Communications - \$1,200

Charter Cable - Tourists expect that fitness facilities have televisions with multiple channels available while they are exercising. This cost will ensure that television services are available in the fitness center and internet is available while patrons are in common areas, encouraging tourists to increase time spent at the facility.

Advertising - \$2,000

In order to encourage tourists to utilize the facility, advertising dollars are needed to communicate and promote facility offerings and operation hours.

Printing and Binding - \$500

Printing of rules, regulations, general facility information, and promotional items is needed to effectively communicate with tourists.

Utility Services - \$130,000

Utility services needed to maintain the facility for tourists to utilize include:

- Electricity, to provide lighting, power to pool, pumps, and motors, and to power cardio fitness equipment
- Natural Gas, to provide heated water for pools and sanitary purposes
- Sanitation, to keep the pool water clean and within mandated standards by removing garbage and recyclable materials

Repair and Maintenance Services - \$18,800

Use of plumbing and heating company services, for leak remediation and consistent repair and maintenance of the facility for tourist usage. Services are broken down by type of work:

- Building Repair Services
- Electric Repair Services

- Heating System Services
- Plumbing Repair Services
- Heating Repair Services
- General Repair and Maintenance

Rental Equipment - \$3,000

Postage printers for mailers and standard printers are required to distribute flyers and brochures in order to effectively market services to tourists. On occasion, when fitness equipment needs to be serviced and is unavailable, the fitness center requires temporary fitness equipment rentals to provide tourists with equipment they expect to utilize as advertised while visiting the facility.

Miscellaneous - \$8,800

Licenses and Permits - Operating permits are required to keep the Aquatic Center in operational order for tourists and are mandated by the Public Health Department.

RECREATION

The recreation division coordinates athletic activities throughout the year, including softball, volleyball, basketball, football, and tennis. These sporting events frequently attract visitors to Astoria. The department also coordinates a full program of health, wellness, and special interest classes and a variety of events that serve and attract tourists. One example is the recreation division's support of the popular Run on the River event which attracts hundreds of tourists to Astoria each year. Our indoor play park, Port of Play, is available and utilized by tourists, and is marketed to tourists with children who are looking for a place to play when during poor weather conditions.

Eligible Promote Astoria Funding for Recreational Services

Personnel Services - \$0.00

Materials and Services: \$86,500

Total eligible: \$86,500

2017-2018 FY Adopted Budget: \$734,363

Percent of budget eligible for Promote Astoria Funding for Recreational Services: 8%

Below is the budget breakdown of how these funds contribute to services available to and utilized by tourists:

Recreation Program Supplies - \$6,000

Supplies need to be purchased for tourists to attend fitness classes, or utilize child care programs such as Parents' Night Out, and Port of Play supplies to ensure that equipment is in working order due to the frequency and heavy usage of multiple children utilizing toys and equipment.

Professional Services - \$60,000

Janitorial contractors are needed to provide a cleaning services to support a sanitary and safe facility that meets tourists' expectations and standards. Marketing contract and services, as well as

consultant time are needed to properly and adequately market facilities and programming such as Port of Play, the Recreation Center, and fitness classes available for tourists to frequent while visiting the Astoria. Due to recreational facilities not being centrally located downtown, advertising dollars need to be spent in order to educate tourists on how to locate and travel to each facility.

Advertising - \$10,000

Printed materials such as program guides, flyers, and brochures will be needed to market facilities, programs, and events for tourists to utilize while visiting.

Commercial Printing - \$4,500

For materials that require higher quality print jobs, such as direct mail and brochures, commercial printing will be utilized. Tourists will be more apt to visit the Department's facilities if high-quality printed materials are displayed and utilized in order to stand out to tourists

Rentals - \$6,000

Port of Play is an indoor facility that is highly frequented during times of inclement weather. Tourists with young children like to attend this facility for that reason and this line item allows for the Department to pay for leasing of the facility to ensure continued operation.

MAINTENANCE

The Astoria Parks and Recreation Department maintains 310 acres of public park land available to and used by tourists. Some of the city's parks, such as the Astoria Column and Riverwalk are main attractions to tourists, while others like the Garden of Surging Waves, Maritime Memorial Park, Youngs River Falls, Fort Astoria Park, Shively Park, Cathedral Tree Trail, Tapiola Park and many others are advertised to tourists through the Chamber of Commerce. Therefore, continued efforts in beautification and upkeep are needed to support the City's parks as tourist destinations.

Eligible Promote Astoria Funding for Maintenance Services

Personnel Services - \$369,190

Materials and Services: \$201,330

Total eligible: \$570,520

2017-2018 FY Adopted Budget: \$570,520

Percent of budget eligible for Promote Astoria Funding for Recreational Services: 100%

Below is the breakdown of how these funds contribute to maintenance of parks available to and utilized by tourists:

Personnel Services: \$369,190

The Parks Maintenance Division is staffed by one Parks Maintenance Supervisor, one Grounds Coordinator, one Facilities Coordinator, and 5-7 part-time seasonal employees who provide garbage services, restroom cleaning, mowing, weed eating, playground safety, and maintenance of the facilities within the Parks and Recreation Department, all of which are available to and utilized by tourists.

Materials and Services: \$201,330

Office Supplies - \$1,540

When tourists visit parks, they are generally not aware of policies, processes, the facility schedules, and upcoming events and are in need of standard communication methods. A small amount of office supplies, such as pads, pens, paper, ink for printers, etc. are needed to operate, post signage, take notes, print receipts and communicate announcements.

Operating Supplies - \$53,060

Custodial supplies needed to maintain parks and rental facilities, such as Shively and Alderbrook Halls, which are rented frequently by tourists or locals who invite non-residents to the area for weddings, parties, events, and conferences. Also included in this line item are fuel and oil for the maintenance department vehicles, machinery, and equipment for the use of continued maintenance and care of parks and tourist sites.

Repair and Maintenance Supplies - \$65,210

Tourists with young children frequently visit the City's local playgrounds as a no cost option. Playground equipment supplies and materials are in constant need of repair due to heavy usage and wear and tear over time. To maintain safety standards, bark chips and sand in playground areas must be consistently and continually replaced to cover the City's liability.

Small Tools and Minor Equipment - \$8,390

To make parks and facilities available to tourists, hand tools and small equipment is needed for regular maintenance and upkeep.

Vehicle Expenses - \$6,120

Vehicle maintenance is needed to keep the fleet of maintenance trucks and vans operable in order to care for the City's parks and facilities, which provide services to tourists.

Training - \$ 1,710

Parks Maintenance staff are required to obtain and keep current certifications that allow them to provide specialized maintenance services at the Aquatic Center, in playgrounds, to properly care for trees and shrubs, and many other essential duties.

Professional Services - \$12,150

The Maintenance Department has started contracting out services for care and upkeep of major tourist parks and destinations that are under the purview of the Department. These funds continue those services.

Membership & Dues - \$1,150

Parks Maintenance staff are required to maintain membership in professional organizations that provide accreditation for certifications and specialized qualifications.

Communications - \$80

From time to time, messaging and communication is required to engage with park users, including tourists, to inform them of unexpected openings, closures, or completion of special projects that may affect services at park sites.

Utility Services - \$31,310

Sporting events and tournaments draw tourists from outside the City, this line item will assist with payment for lighting for these events.

Repair and Maintenance Services - \$13,430

Aging infrastructure throughout the parks system and deferred and routine maintenance require constant care and upkeep. New equipment purchases may also need to be considered as many pieces of equipment near the end of their useful life.

Rentals - \$5,430

Parks and other facilities are used by tourists for special events. This line item will help pay for continued repairs and upkeep of rental spaces, particularly for historic properties such as Shively and Alderbrook Halls.

Miscellaneous - \$1,750

Operating permits are required to keep facilities and equipment in updated and inspected operational order for public use and are mandated by State regulatory agencies. This line item also includes charges for random drug screening for staff.

ADMINISTRATION

The administration division of this department oversees the maintenance and operation of Astoria parks, the Aquatic Center, and recreation services that are available to and utilized by tourists.

Eligible Promote Astoria Funding for Department Administrative Services

Personnel Services - \$135,268

Materials and Services: \$48,677

Total eligible: \$183,945

2017-2018 FY Adopted Budget: \$261,011

Percent of budget eligible for Promote Astoria Funding for Recreational Services: 66%

Below is the budget breakdown of how these funds contribute to the operations, maintenance and care for Astoria's Parks and Facilities that are utilized by tourists:

Personnel Services - \$135,268

Accounts for 66% of the Parks Director's and office customer service staff's time to oversee the maintenance and support of the Astoria Aquatic Center (a tourist facility), parks maintenance (all park sites are tourist facilities), and recreational services. This percentage accounts for 2/3rds of the salaries since two of the three department divisions these salaries oversee are 100% eligible

for Promote Astoria funding. Included in this calculation is; office and front desk staff time spent answering emails, calls, and processing transactions for facilities and programs available to tourists, and time spent by the Parks Director overseeing communication consulting services and coordinating with community organizations, tourists' service groups, and restaurateurs and hoteliers, as well as working with area committees to increase and promote services for tourism and participating as an active board member for the Friends of the Column - the most visited attraction by tourists visiting the City. Currently, the Friends of the Astoria Column maintain and operate the grounds, historic site, care taker house, and gift shop - and provide the City \$2 of every \$5 collected in parking revenue. The funding that is proposed and eligible is for Department Administrative staff time in supporting the Friends efforts.

Materials and Services: \$48,677

Professional Services: \$37,032

Professional services are utilized by the administration division to market and communicate Astoria's parks and recreational services. Providing this communication to tourists informs them about Astoria's rich history, parks of interest, and services provided at the Aquatic Center and other recreation facilities. Materials produced and provided to tourists include maps, flyers, brochures, email newsletters, website content and social media posting advertisements which are specifically directed to visitors of Astoria.

Supplies: \$11,645

This line items provides support supplies and equipment for hall rentals for weddings serving out of town guests, equipment rentals to accommodate tourist events such as Regatta, Dark Arts, and Scandinavian Mid-Summer Festival. The line item also provides informational materials for dedication engravings at the Garden of Surging Waves and Maritime Memorial Wall.

Daryl Moore

3377 Grand Avenue
Astoria, OR 97103
(503) 338-8799
daryl@darylmoore.com

19 June, 2017

The Honorable Mayor LaMear and members of the Astoria City Council

Astoria, OR 97103

Dear Mayor LaMear and members of the Astoria City Council,

Having paid close attention to the discussion about the proposed Parks and Recreation "fee" I am writing with continuing concerns that I believe have not been adequately addressed or considered by Council.

I realize Council is busy, and not required to address each and every concern. I have included a brief list of questions, followed by additional information about each below. Please address each concern either by reply, or in a statement at Council.

1. Authority to impose the fee
 - a. Where in the Oregon Constitution is this local government granted the authority to impose a capitation of \$3 per month per water meter?
 - b. What court cases support the position that the city has the authority to impose a capitation of \$3 per month per water meter?
 - c. Has the Council considered the cost risk of lawsuit if it cannot answer the previous two questions?
2. Financial cost of implementation and administration
 - a. How much staff time and materials have been spent on this proposal already?
 - b. What will be the total cost to implement this proposal in staff time and materials?
 - c. What will be the total cost to administer this proposal over the timer period that applies?
 - d. Do you believe it is a prudent use of taxpayer money to implement and administer this capitation in order to raise such a small amount of funds (if this is, in fact intended to be short-term), especially when the city has adequate cash reserves to cover this amount that would not require administration of an imposed capitation?
3. Political cost of implementation and administration

- a. Do all Department Directors agree with this capitation, especially Directors of Departments that will be impacted? (Parks, Public Works, City Hall?)
 - b. What feedback has City Staff and Directors provided to the City Manager about this capitation? Has their feedback been considered?
 - c. Has Council considered the impact to already overburdened taxpayers when it comes time to actually solve the problem this capitation is postponing? After being forced to pay this capitation, will taxpayers willingly vote to accept new legal taxes that may actually provide a solution?
4. Solution
- a. If a “short-term” solution is being proposed now, what is the “long-term” solution?
 - b. When will the “long-term” solution be in place?
 - c. If there is no long-term solution, how can Council be certain this is “short-term?” Can Council list any cities that created new revenue sources and then let them go?

Statutory Authority

I don't believe the city has the authority to impose the new “fee” as proposed. The Oregon Legislative Counsel Committee penned a letter highlighting the differences between fees charged for government services, and taxes used for general government operations.

This proposed “fee” fits the definition of a tax¹, not the definition of a fee. According to the Legislative Counsel Committee, a fee provides a direct exchange of value, and allows a person subject to the fee the opportunity to forgo the benefit conferred by not paying the fee. For example, a building permit is the exchange of value conferred by paying the building permit fee. If the fee is not paid, the building permit is not provided.

This proposal a) does not provide any direct exchange of value to a fee-payer, and b) the fee will be mandatory and those choosing not to pay, or those not subject to the fee will still be conferred the benefit of having paid the fee (assuming the indirect benefit is a Parks and Recreation Department.)

This proposal is not for a “fee” but for a **capitation**, a type of tax that is expressly illegal in the United States.

If Council feels unqualified to address this, please allow the City Attorney to state the statutory authority the city claims to impose a \$3 / month capitation on utility customers.

¹ <https://olis.leg.state.or.us/liz/201511/Downloads/CommitteeMeetingDocument/91992>

Other Local Government “Fees”

As discussed thus far, the proposal by the Astoria City Council does not resemble any other fees imposed by other local governments in the State of Oregon.

Public Safety has been the most common recipient of “fees” that piggyback on municipal utility bills.

The argument that would be used in court to defend these fees is that Police and Fire provide protection to each “occupied unit” and therefore provide a service in exchange for the fee. The legislation often further provides that if Police and/or Fire provide service to an “occupied unit” that is either delinquent in their fees or is not subject to the fee then Police and/or Fire are allowed to charge directly for their services. This is intentionally designed to make it look like a fee where the benefit conferred is not provided if the fee is not collected.

This is a model that cannot be used for Parks and Recreation. They do not provide any type of service to a water meter. This further suggests Council is not imposing a “fee” but an illegal capitation.

Financial Cost

One FTE (full-time equivalent) worker for the City of Astoria costs the city around \$80,000 on average. In direct conversations with Councilor Jones, he stated that he couldn't imagine that implementation and administration of this fee could cost “much more than 1 FTE.”

As Councilor Jones has great experience managing large Coast Guard staff, we should be comfortable with his assessment.

Therefore, City Council is apparently willing to spend up to \$80,000 per year (or over the life of the “fee”) to implement and administer a system that will generate an estimated \$115,000 per year.

Furthermore, Council is willing to do this while sitting on adequate cash reserves in excess of the amount they wish to raise during this “short-term” proposal. This is taxpayer money that has already been collected, and would cost nothing to use.

This is a tremendous waste of taxpayer money.

Political Cost

Astoria is faced with a real problem of costs increasing faster than revenue. Other cities are feeling this pinch as well.

A permanent solution to increasing costs may require buy-in from the tax base, since Parks is a general government service, not an Enterprise operation.

A cash grab will not go unnoticed. When it comes time for Council to propose a long-term solution that requires buy-in from the tax base, the tax base may well turn away from it. After all, if Council is willing to waste taxpayer dollars by implementing this proposal, why would I vote for offering more of my money?

Conclusion

Do not implement this plan. Apart from the potential legal issues and cost, it is a horribly inefficient use of other people's' money. Use cash reserves for the "lifeboat" scenario, and work toward a long-term solution instead of making a long-term solution even less likely.

From: Roger Lindsley <rlindsl@msn.com>
Date: July 11, 2017 at 5:14:01 PM PDT
To: "bjones@astoria.or.us" <bjones@astoria.or.us>
Subject: Written Testimony for the next CC meeting

Could you please include my written testimony in the transcript of the meeting?

Thank you.

"

The latest fiscal report showed the Parks Department exactly on Budget. The adopted 2017-2018 budget gives them a \$100,000.00 increase. And they are \$475,000.00 over budget right now? I asked how this happened, in a letter and a letter to the Editor in the The Daily Astorian. And no reply in any way.

On FB Cindy Price posted a missive about "people too lazy to do their research.". I did the research and I still want to know:

1. Why does Angela Cosby not have to balance her department's Budget?
2. Where did the shortfall come from?
3. What will stop future City Councils from extorting more money from water/sewer ratepayers for other non-essential departments?

I feel like lawsuits and recall petitions should be next. These people are not listening.

This can only happen in a liberal town where people trust the government not to abuse their power. Any town in Idaho, this would be a non-starter. Congrats Dems for rolling over to a blatant abuse of power, and lack of managerial competence.

If you ask I will pay. If you extort, you have an enemy for life. Bruce Jones is top of the list. The buck stops with the manager of the department for her budget. What you are doing is as undemocratic as you could possibly do.

There should be a microscopic investigation of the Parks department and how they spend their resources.

"

Roger Lindsley
631 33rd St.
Astoria OR 97103