



AGENDA

ASTORIA CITY COUNCIL

Monday, April 2, 2018

7:00 PM

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

1) CALL TO ORDER

2) ROLL CALL

3) PROCLAMATIONS

- a) Child Abuse Prevention Month
- b) Public Safety Telecommunicators Week

4) PRESENTATIONS

- a) Impact of the Arts on Clatsop County's Economy
- b) Annual Pacific Power Update with Alisa Dunlap

5) REPORTS OF COUNCILORS

6) CHANGES TO AGENDA

7) CONSENT

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

- a) City Council Minutes for March 5, 2018
- b) Board and Commission Meeting Minutes
 - Parks Advisory Board – February 24, 2018
 - Library Advisory Board – February 27, 2018
 - Library Advisory Board – March 20, 2018
- c) Certified Local Government Grant Agreement

8) 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) Council Deliberation on Findings Appeal 18-01 by Ted Osborn on Demolition Request 17-02 at 347 Alameda Avenue
- b) ADHDA Annual Report
- c) CEDR Annual Report
- d) Renewal of Oregon Department of State Lands Public Recreation Facility License 20905-LI For Youngs River Marine Park Public Boat Access

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


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



CITY OF ASTORIA

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MEMORANDUM • CITY MANAGER

DATE: MARCH 28, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: ASTORIA CITY COUNCIL MEETING OF APRIL 2, 2018

PROCLAMATIONS

Item 3(a): Child Abuse Prevention Month

Mayor Arline LaMear will proclaim the month of April as Child Abuse Prevention Month.

Item 3(b): Public Safety Telecommunicators Week

Mayor Arline LaMear will proclaim the week of April 8-14 as Public Safety Telecommunicators Week.

PRESENTATIONS

Item 4(a): Impact of the Arts on Clatsop County's Economy

Dave Ambrose will discuss the survey and report on the impact of the arts on Clatsop County's economy.

Item 4(b): Annual Pacific Power Update with Alisa Dunlap

Alisa Dunlap of PacifiCorp will provide the annual update on Pacific Power activities.

CONSENT CALENDAR

Item 7(a): City Council Minutes for March 5, 2018

The minutes of the City Council meeting of March 5, 2018 are enclosed for review. Unless there are any corrections, it is recommended that Council approve these minutes.

Item 7(b): Board and Commission Meeting Minutes

1. Parks Advisory Board – February 24, 2018
2. Library Advisory Board – February 27, 2018
3. Library Advisory Board – March 20, 2018

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

Item 7(c): Certified Local Government Grant Agreement

On January 16, 2018 the City Council authorized submittal of a \$12,000 grant application to the Certified Local Government (CLG) program of the State Historic Preservation Office (SHPO). The request included funds to provide a pass-through façade grant to residential and commercial property owners who would like to restore portions of their properties that have been modified over the years. In addition, staff proposed the CLG grant application include \$1,000 in architectural assistance funds for historic buildings. The City was recently notified that the application was approved for \$12,000.

A 1:1 match from the City is required. The match will be met by current staffing and existing budget items on the above-mentioned projects, Historic Landmarks Commission staff reports, and other general planning activities which are preservation related. The grant and matching amounts will be included in the 2018-2019 Community Development Department budget. The attached grant agreement has been reviewed and approved by City Attorney Henningsgaard.

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

REGULAR AGENDA ITEMS

Item 7(d): Council Deliberation on Findings Appeal 18-01 by Ted Osborn on Demolition Request 17-02 at 347 Alameda Avenue

On January 17, 2018 the Historic Landmarks Commission (HLC) held a public hearing and reviewed a request to demolish a multi-family dwelling at 347 Alameda Avenue. The structure is a primary contributing structure in the Uniontown Historic District. With a vote of three to three, which constitutes a denial, the HLC denied the request. On January 30, 2018 Mr. Osborn submitted an appeal of the HLC decision of denial of the demolition.

At the Council meeting on March 19, 2018, the Council unanimously voted to tentatively approve the appeal and allow the demolition, pending edits to the findings of facts. Notes from the deliberation at the March 19th are incorporated into new findings of fact attached to this memo.

It is recommended that the City Council consider adoption of the new findings of facts and recommended conditions.

Item 7(e): ADHDA Annual Report

Representatives from the ADHDA will provide Council with a report regarding their projects from the past year.

Item 7(f): CEDR Annual Report

Clatsop Economic Development Resources Director Kevin Leahy will make a presentation regarding CEDR's services to the local business community for 2017 and 2018 year to date.

Item 7(g): Renewal of Oregon Department of State Lands Public Recreation Facility License 20905-LI For Youngs River Marine Park Public Boat Access

In June 2009, the City of Astoria renewed a facility license agreement with the Oregon Department of State Lands (DSL) in order to operate the portions of the boat ramp and transient dock that are within DSL's management purview along the southern edge of the Young's River Marine Park (see attached map). The agreement expired on May 1st, 2010, but was brought to the attention of staff by DSL at the beginning of March, 2018 when DSL noticed the license had lapsed and reached out to inquire if the City wished to renew the license for an additional fifteen years, backdated from 2010 until 2025. Without the license's renewal, the boat ramp and all other associated infrastructure situated on DSL property must be removed within ninety days and the area put back to its natural state, at the City's expense. It is recommended that City Council approve the renewal of Public Recreation Facility License 20905-LI for an additional fifteen years, from 2010-2025, to maintain public access at the Young's River Marine Park.

City Attorney Henningsgaard has approved the agreement to form.

It is recommended that City Council approve the renewal of Public Recreation Facility License 20905-LI for an additional fifteen years, from 2010-2025, to maintain public access at the Young's River Marine Park.



CITY OF ASTORIA
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PROCLAMATION

WHEREAS, every child is precious and deserves to grow up in a healthy, safe, nurturing environment free from the dangers and harmful effects of child abuse and neglect; and

WHEREAS, child abuse and neglect impacts our entire society and can cause traumatic psychological, emotional and physical harm, resulting in long-term economic and societal costs; and

WHEREAS, child-focused prevention and intervention programs offer positive alternatives and outcomes for children and encourage families to develop strong, durable ties to their communities; and

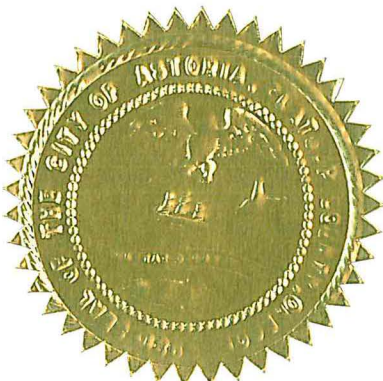
WHEREAS, child abuse prevention succeeds through partnerships among parents, child-welfare agencies, mental and physical health care providers, schools, law enforcement agencies, churches, businesses and community members by fostering loving, supportive and violence-free homes; and

WHEREAS, all citizens need to be more aware of the effects of child abuse, neglect, and prevention in order to encourage healthy parenting in healthy communities.

NOW, THEREFORE, I, Arline LaMear, Mayor of Astoria, do hereby proclaim April 2018, as:

CHILD ABUSE PREVENTION MONTH

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 19th day of March, 2018.



Mayor



CITY OF ASTORIA

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PROCLAMATION

WHEREAS, over 850 dedicated telecommunications professionals serve the citizens and visitors in Oregon night and day, answering their requests for law enforcement, fire and emergency medical services, and dispatching the appropriate assistance; and

WHEREAS, the professional public safety telecommunicator is a vital link between citizens, victims and public safety providers who may apprehend criminals, save possessions from fire, or save lives and are the true 1st first responders that show dedication every day with professionalism and commitment to the public safety community and the citizens they serve; and

WHEREAS, the critical functions performed by professional telecommunicators also includes those related to forestry and conservation operations, highway safety and maintenance activities, and many other operations performed by federal, state, and local government agencies; and

WHEREAS, the Association of Public Safety Communications Officials (APCO), and organizations with nearly 10,000 people from the United States and Canada, have set aside the second week in April to recognize telecommunicators and their crucial role in the protection of life and property.

NOW THEREFORE, I, Arline LaMear, Mayor of the City of Astoria, Oregon, do hereby proclaim April 8 through 14, 2018, to be

PUBLIC SAFETY TELECOMMUNICATORS WEEK

in Astoria, in honor of the men and women whose diligence and professionalism keep our citizens safe.

IN WITNESS WHEREOF, I have herewith set my hand and caused the Seal of the City of Astoria to be affixed this 2nd day of April, 2018.



Mayor

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

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

Councilors Excused: None

Staff Present: City Manager Estes, Parks and Recreation Director Cosby, Finance Director Brooks, Deputy Fire Chief Halverson, Public Works Director Harrington, City Forester, City Engineer Crater, City Planner Ferber, Planning Consultant Morgan, Library Director Pearson, and City Attorney Henningsgaard. The meeting is recorded and will be transcribed by ABC Transcription Services, Inc.

REPORTS OF COUNCILORS

- Item 3(a): Councilor Jones had no reports.
- Item 3(b): Councilor Price had no reports.
- Item 3(c): Councilor Nemlowill had no reports.
- Item 3(d): Councilor Brownson had no reports.
- Item 3(e): Mayor LaMear had no reports.

CHANGES TO AGENDA

There were none.

CONSENT CALENDAR

The following items were presented on the Consent Calendar:

- 5(a) City Council Minutes of February 5, 2018
- 5(b) Boards and Commission Minutes
 - (1) Library Board Meeting of October 24, 2017
 - (2) Library Board Meeting of November 28, 2017
 - (3) Parks Board Meeting of January 24, 2018

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

REGULAR AGENDA ITEMS

- Item 6(a): **Public Hearing and Ordinance: Amendment A17-02 by Garry Vallaster, Astor Venture, LLC, represented by Jennifer Bunch, dba Wickiup Consulting, LLC, for a map amendment to the development Code to change zoning from Attached Housing-Mill Pond (AH-MP) to Local Service (LS) on approximately 1.04 acres (45,452 sq. ft.) of land, and also a text amendment to remove certain uses from the LS Zone between 23rd and 29th Streets north of Marine Drive. The intent is to construct a retail grocery that will accommodate the expansion of the Astoria Co-op Grocery**

On January 24, 2018 the Planning Commission voted to recommend approval of a proposed map and development code text amendments for property located at the northeast corner of 23rd and Marine Drive. The applicant has requested the amendment to permit the development of the Astoria Coop grocery. The proposed map amendment would extend the Local Service (LS) zone east across 23rd Street to incorporate approximately one acre of land for the grocery. Text amendments would allow (east of 23rd) retail sales up to 14,000 square feet without providing housing, eliminate (also east of 23rd) single family dwellings, business

service establishments, gasoline service stations, transportation service establishments, and allow building heights of up to 45 feet.

It is recommended that the City Council hold a public hearing and consider the Planning Commission's recommendation.

Mayor LaMear asked if anyone objected to the jurisdiction of the City Council to hear this matter at this time. There were no objections. She asked if any Councilor had a conflict of interest or ex parte contact to declare.

Councilor Nemlowill declared that she was the marketing director for the Astoria Co-op. She recused herself and stepped down from the dais.

Later in the meeting, Councilor Brownson stated he had been an owner of the Co-op for several years, but that would not influence his decision in any way.

Mayor LaMear explained the procedures governing the conduct of public hearings to the audience and advised that handouts of the substantive review criteria were available from Staff. She opened the public hearing at 7:06 pm.

City Manager Estes presented the written Staff report. Correspondence received after the agenda packet was published and provided to the Council.

Mayor LaMear called for a presentation by the Applicant.

Jennifer Bunch asked City Council to consider the Planning Commission's recommendation to change the zoning from Attached Housing – Mill Pond (AH-MP) to an amended Local Services (LS) Zone. Via PowerPoint, she displayed a list of the uses allowed in the AH-MP zone and the proposed uses in the amended LS zone, which were very similar. The adjacent C-3 commercial zone on the south side of Marine Drive had more intense and industrial types of uses. The amended LS zone would be a natural progression between the AH-MP and the C-3 zones. As required by the State of Oregon, she conducted a traffic impact analysis and Transportation Planning Rule assessment. The analysis and assessment were conducted by DKS from Portland. DKS also developed the City of Astoria Transportation System Plan (TSP) so they are very familiar with the area and community. A traffic impact analysis looks at existing conditions, infrastructure, traffic volumes, safety, an impact analysis, site access, trip generations, distribution of the trips, background traffic information, and a Transportation Planning Rule assessment that identifies impacts in 20 years.

- She displayed a map of the area included in the traffic study, which included the intersections of Marine and Commercial, Marine and Exchange, Marine and 23rd, and Marine and 29th. Marine and 23rd would be the main access point to the site. Traffic counts at those intersections were conducted on Wednesday, September 6, 2017, after school was back in session but there was still quite a bit of tourist traffic. The studied intersections were monitored through mobility targets intended to maintain a minimum level of efficiency for motor vehicle travel. The study used a volume to capacity ratio, which is the number of vehicles on a roadway at a particular time divided by the capacity of the roadway. A ratio of 1 indicates the transportation facility is at capacity and a ratio less than 1 indicates acceptable mobility.
- She indicated on the screen where the loading dock would be located on the site, which would be accessed off 23rd Street. She also indicated the location of the two access points into the parking lot from Steam Whistle Way. According to the transportation impact analysis, this project was not expected to generate much travel through the neighborhood to the north and east of the site. Steam Whistle Way currently has a 20-foot right-of-way and an 18-foot travel surface. Pending the City's approval, the Mill Pond Homeowner's Association has agreed to allow the Applicant to widen the right-of-way by four feet to 24-feet with a 22-foot wide travel surface. She indicated this on the screen and noted the widening would be along the full length of the tax lot. Signage would be installed to encourage drivers to turn left out of the parking instead of traveling through Mill Pond.
- The study estimated the number of vehicles added to the surrounding roadway network as a result of the project. The trip generation analysis for the co-op was estimated using similar land uses reported by the Institute of Transportation Engineers. In this case, the supermarket was used. She displayed a table that summarized the expected trip generation for the co-op. At the peak hour of 4:15 pm to 5:15 pm at the 23rd St intersection, an estimated 36 percent of the trips generated by the co-op would be diverted

trips from Highway 30. These drivers would already be passing by the co-op, not making a trip specifically to the co-op. From Highway 30, there would be 21 trips into the co-op and 20 trips back out of the co-op. This would leave 73 new trips, 37 in and 36 out, during the peak hour.

- Trip distribution involves estimating how project generated traffic would leave and arrive at the site. A zone analysis based on a regional travel demand model was used. An estimated 75 percent of the traffic would arrive from the west and 25 percent would arrive from the east.
- The Transportation Planning Rule analysis projected mobility standards in the area 20 years from now. The 2039 zone change scenario included 12,000 square feet of retail on the site, which is 6,000 square feet more than the TSP scenario was based on. The added traffic associated with the zone change would have little impact on traffic operations when compared to the 2039 TSP baseline operations. Three of the studied intersections were expected to operate at a volume to capacity ratio of 0.86 or better and meet mobility standards. The TSP already anticipated that the intersection at Exchange would exceed the volume to capacity ratio by 2039. The project would have little or no impact because only five percent of trips generated by the co-op would come from Exchange St. The TSP recommends a traffic signal or roundabout at the intersection of Exchange and Highway 30 and this analysis reaffirms the need for improvements at that location.
- The report concluded that no transportation facilities would be significantly impacted and the Plan amendments would not degrade the performance of existing or planned transportation facilities.
- She displayed comments submitted by the Oregon Department of Transportation (ODOT), which noted the zone change would not significantly affect surrounding transportation systems. ODOT was in agreement with the proposed zone change because the Transportation Planning Rule had been satisfied. The City of Astoria Engineering Department also reviewed the transportation impact analysis and had not identified or voice any concerns. Public testimony submitted so far indicated concerns that land for multi-family workforce housing would be removed and that housing would suffer. The map amendment would remove just over one acre from the AH-MP zone to transfer it to the LS zone. This would not significantly impact the supply of commercial or residential land. The Buildable Lands Inventory still identified 52 acres in the R-3 zone and 23 acres in the R-2 zone available for family housing with approximately 26 units per acre. If the zoning map amendment was approved and the co-op was not built after two years, the City would rezone the property back to AH-MP or another acceptable zone. The Applicants fully support that as a condition of approval. The current zoning would allow three or four 6,000 square foot buildings on the entire two-acre lot. Three or four different businesses could have a larger impact than an 11,500-square foot co-op building. She had already covered the traffic. Widening Steam Whistle Way would be addressed during the design review.

Mayor LaMear called for testimony in favor of the request.

[Matt Stanley](#), 664 Kensington Ave, Astoria, said he had a page and a half of comments and would appreciate being given enough time to finish what he had to say. He had been the general manager of the Co-op for the last ten years. He asked members of the audience to raise their hands if they supported the Co-op. He believed the most powerful piece of evidence was the letter from Paul Benoit. Mr. Benoit was Community Development Director when Mill Pond was under development and he worked with Art Demuro and the community to design and implement a vision for this part of town. In particular, Mr. Demuro had a vision for the part of Mill Pond referred to as the [Wauna](#) site at 23rd and Marine Drive. He desired a development at this site that would reflect and serve Astoria. Mr. Benoit asserted in his letter that 'I can think of no better use than the Co-op to finally realize the long-held vision that Art Demuro and the City had for this site.' Mr. Benoit's letter emphasized that the zoning intended to prevent large box retailers who would not reflect Astoria. He asked City Council to seize this opportunity to ensure the fulfillment of a 20-year old vision by making appropriate adjustments to zoning that enables this project, which is critical to the community. The Co-op is a business owned by and operated for Astorians. It has taken the Co-op almost five years to get to this point. This project is viable and ready to move forward with the City's approval. The Co-op has made decisions conservatively and their planning for this project has been thorough and sound. The shoppers and the broader community have been engaged and the Co-op knows that 98 percent of the people who have engaged supported the project. Astoria wants an Astoria-owned grocery store to expand its services and thrive. This was made clearer than ever when the Co-op raised over \$1.6 million for the project in September and October 2017 from about 170 community members who each invested \$10,000 in the project. Site selection took several years. Several market studies paid for by the Co-op showed it was imperative to be located on the main thoroughfare in town in order to remain competitive and generate the level of sales necessary to add services the community wants. These additional services include a full-service deli, indoor and outdoor seating, expanded local seafood and meats, and ample parking for their growing numbers of shoppers. During the site selection process, it became clear that it would be difficult to find a

site within a mile of downtown. In order to afford this project, the Co-op needed a partner willing to invest significant money to build a shell that would meet the needs of a grocery store with loading gates and significant off-street parking. The Co-op does not have a Plan B. There is no other site available for the Co-op that has such ideal retail characteristics and a developer partner. A vote against the zone change would severely limit the Co-op's ability to maintain itself as a viable business in Astoria. The investments made by Co-op owners were specific to this site and the Co-op would have to return the funds if the request is denied. Natural foods are mainstream. A competitor opened last week in Warrenton. This is a time when Astoria is losing businesses and institutions that drive the local economy. The closing of Astoria Warehousing meant 20 jobs and families have left the city, as well as significant economic activity. Voting in favor of this request would allow the creation of 35 new jobs that pay an average wage of almost \$17.00 per hour. The Co-op supports local farmers and producers by selling their products. For every dollar spent at the Co-op, \$1.60 is generated in the local economy. Over 4,000 households are Co-op owners who want to see the Co-op thrive in a similar fashion as some of the best food co-ops in the country. The impact to the community would be meaningful jobs and local foods. The Co-op needs this site in order to make the store a national leader. The Co-op will make City Council proud to have voted in favor of this request when making the Astoria Co-op part of the gateway to the city.

[Arlie Jensen](#), 1885 Huckleberry Dr, Seaside, said she owned the first four lots in Mill Pond and the garages have direct access on to Steam Whistle Way. She supported the Co-op, but was concerned because Steam Whistle Way was the only access to those homes. Her husband is handicapped and the garage entrance provides ADA access. Additional traffic would be challenging. She only heard about this project a few days ago, but understood the Mill Pond Homeowners Association was aware of it. Earlier that day, she sent a letter to Planning Consultant Mike Morgan. She was concerned about safety and accessibility.

Norma Hernandez, 92335 Youngs River Rd, Astoria, said that while the economic development aspect of this project was important, so was the educational component. Families want to live healthier and the Astoria Co-op can provide a healthy living initiative through its partnerships with the Astoria Food Web and Astoria Parks and Recreation. The Co-op is involved in the community in a way that for-profit organizations are not and they care about the community's well-being. How can the Co-op educate the community without enough products or space? The project is about a healthy way of living and partnerships that develop the community. She asked City Council to consider approving the request. The Co-op has been owned by Astorians for more than 40 years and it needs to grow in order to provide better services and more jobs.

[Misha Cameron-Lattek](#), 1820 SE 3rd St, Astoria, said an expanded Co-op would have an economic impact on local growers in Clatsop County. He co-owns a café in Astoria that sources much of its ingredients locally. He works with farmers, growers, and foragers from Puget Island to Nehalem to get chicken, beef, cheese, greens, and herbs source within an hour's drive. Currently, the Co-op has a lot of local produce and that would strengthen with a larger produce section in the store. Providing a larger marketplace for the young farm families is an important aspect of the economic impact this project would have. Astoria is surrounded by farmers who are customers, friends, and people who should be supported. Farmers markets allow farmers to sell their produce seasonally, but the Co-op is the only place where local growers can sell year-round.

Mayor LaMear called for testimony against the application.

[Jim Wolcott](#), 2735 Mill Pond Ln, Astoria, said when the Co-op first proposed expanding to this location two years ago he was Chair of the Mill Pond Homeowners Association. The association welcomed the proposal and their only caveat was that access had to be on 23rd St. Steam Whistle Way has an 18-foot wide roadway and a dual-wheeled one-ton pick-up truck is eight and a half feet wide. Two of these trucks passing on an 18-foot wide road would leave one foot for access on either side and in the center. Adding four feet to Steam Whistle Way would only move incidents a few hundred yards to the east because it would not be possible to widen the entire street. Mill Pond Ln is also a narrow road. When traffic passes, one side much yield. Astoria requires all homes in Mill Pond to be sprinkled because fire trucks have a difficult time accessing the neighborhood on the narrow roadways. He welcomed the Co-op if there was a way to manage ingress and egress on 23rd St. He did not welcome the dangerous situation that might exist from increased retail traffic on an 18-foot wide road, even if it were widened to 22-feet for a few hundred feet. There are two senior citizen apartment complexes with people who have limited mobility. They access Mill Pond and the Riverwalk using scooters, walkers, and wheelchairs primarily via Steam Whistle Way.

Mayor LaMear called for the Applicant's rebuttal.

Ms. Bunch stated Mr. Wolcott made all of the same points in a letter received on March 2nd. Adding four feet to the right-of-way and road width on Steam Whistle Way would result in a 22-foot wide road and a 24-foot right-of-way, which would address concerns about the properties to the north. She had been negotiating with the current head of the homeowner's association and they have a tentative agreement on delivery hours so that deliveries would not occur during the middle of the night. Deliveries would occur on 23rd after 6:00 am. Currently, the AH-MP zone allows commercial and retail uses in 6,000 square foot buildings. The store would not be 25 feet from residential properties, as stated in Mr. Wolcott's letter. The right-of-way would be 24 feet and there would be a sidewalk and landscaping along Steam Whistle Way. She had discussed with the homeowner's association Mr. Wolcott's concerns about the Co-op becoming a magnet for vagrant elements of the community. Fencing would be installed and there would be no can return machines to prevent loitering.

Councilor Price confirmed sidewalks would extend around the entire site.

Mayor LaMear closed the public hearing at 7:40 and called for Council discussion and deliberation.

Councilor Brownson stated he had been an owner of the Co-op for several years, but that would not influence his decision in any way. He listened to the entire Planning Commission hearing and read through all of the letters. The three concerns that stood out were traffic, rezoning instead of a variance, and the impact to the neighborhood. He believed it was unfair for an applicant to say they had no Plan B and would be doomed if the City Council did not grant their request. The Co-op could provide a better argument and he disregarded the comment. He heard references to the homeowner's association, but there had been no representation of the association. He did not find the traffic study very compelling because it was just a snapshot taken outside of the busiest time in that area. He drives on 23rd in the summer and knew what it took to get out on to the street from City Lumber. Not that many people turn left on to 23rd because they know better. Instead of turning left, local people wind through Mill Pond to the stoplight to get out on to the highway. He believed the improvements proposed for Steam Whistle Way would be good. It might be a good idea to consider making that portion of Steam Whistle Way one-way traffic to the west. However, he understood why the people who had houses there were concerned; they would be directly impacted. The entire highway from Alderbrook into town was already problematic, especially during the summer and on weekends. The stoplight at Safeway backs traffic up and the highway is the only way in to Astoria. He hoped the City would begin looking at that entryway if this project is approved. The intersection at 23rd St awkward and something needs to be done make the traffic situation better through that part of town because other new developments would happen in that area. If the Co-op did not expand to that site, four retail businesses could go in and create additional traffic. He was also concerned about spot zoning, which is zoning to accommodate one business or person. This rezoning request was very similar to spot zoning and he did not want people to perceive that the City was doing something out of line. The condition of approval requiring the City to revert the rezoning if the Co-op was not built in two years suggests that the City is doing something special for one business. The City would not likely consider a rezoning request for this site if the applicant was a dollar store, an outlet mall, or something other than a local institution that is respected. If this rezone is approved, he preferred the zoning remain. And if the Co-op is not built, another company could build on the site. He believed the Co-op was trying very hard to be a good neighbor, but he wanted to hear from the homeowner's association. A lot of times, concerns about impacts to the neighborhood are perceived, but are not reality. City Council needs to consider the real potential impact.

Councilor Jones said it was great that an Astoria business wanted to grow, create more jobs, and provide products that Astorians seem to want. He valued the letter written by Mr. Benoit because he was not in Astoria when Mill Pond was built. It seems the rezoning would be in keeping with the spirit and intent of the original Mill Pond design that included single-family homes, senior living, apartments, town homes, and some retail all within walking distance. He agreed with Councilor Brownson's concern about the traffic impact study's credibility. He asked what the impact to the City would be if this project resulted in the need for a traffic light.

City Manager Estes said as traffic changes over time, the City must discuss the impacts with ODOT because the highway is controlled by ODOT. Warrants must be met in order for ODOT to consider adding a traffic signal to an intersection and payments for such improvements would be coordinated with ODOT. In this case, it would not be possible for the City to require the developer to make traffic improvements on the highway.

City Engineer Crater added that all traffic studies are based on standards and other studies. Trip generations have been defined very well and the City knows that a 1,000-square foot retail business would generate a set

range of traffic. There would not be a substantial jump unless the nature of the business changed. The current TSP identified the need for a signal or roundabout at Exchange St and coordinate the signals at Safeway and 30th St. The signal coordination project is more likely to be funded and that could help mobility. If something created more traffic than anticipated, the City would discuss the issue with ODOT and pursue grant funding. However, he did not anticipate that this project would increase traffic in the area.

Councilor Price said the City was considering the rezoning because the Co-op was a beloved community organization. She was concerned about the traffic study because it focused on additional trips on Marine Drive and did not consider the traffic impacts on Steam Whistle, which would be huge. In order for the store to succeed, there would need to be at least 120 cars in and out of parking lot on to Steam Whistle every day. That would be significantly more traffic than Steam Whistle currently has. There is no left turn lane from Marine Drive on to 23rd St going east. This could cause serious problems during peak traffic times. Access to Exchange St and the hospital could be blocked. She appreciated that the Applicants were negotiating with the homeowner's association to expand Steam Whistle. The AH-MP zone includes conditions for outdoor lighting in residential areas. The proposed LS zone does not include these conditions, but lighting would be considered during the design review process. Each lot or parcel in the AH-MP zone must have a street alley or access easement of a width of at least 25 feet. The proposed LS zone would get close to that, but would still have a lot of traffic on a small street. She confirmed sidewalks were required for new developments. Housing with this development would not be considered, but new development should make an equitable contribution to future upgrades to public facilities and services. This is why widening Steam Whistle was necessary, but she believed one of the conditions should require sidewalk on the housing side of the street. [She stated she was a member of the Co-op.](#) She believed the interest in making this zoning change was to create a good space for a local community owned business that offers living wages. The City has good economic reasons for approving this request. She wanted to know how the City could address the lack of a left turn lane from Marine Drive on to 23rd. She also wanted to know if the Co-op could find a way to install sidewalks on the housing side of Steam Whistle. City Manager Estes explained that right-of-way dedications and taking of lands would be necessary to install sidewalks on the north side of Steam Whistle.

Councilor Price said the widening would decrease the property that the Co-op was asking for by five to ten feet. The sidewalk would be built out in the current roadway. City Manager Estes said that would require a complete rebuild of Steam Whistle and additional right-of-way dedications. City Engineer Crater added that Steam Whistle was an alley and did not have pedestrian improvements. The alley is developed 100 percent from property line to property line with a mountable curb and pavement. In order to put a sidewalk on the north side, the street would need to be shifted over five feet and realigned so it connected with the regular road section. Not all of the property owners would want to give up extra space. It would be challenging to make those changes even along that small stretch. He stated the homeowner's association was concerned about the lack of a turn lane on to 23rd from Marine. Staff asked ODOT to analyze this concern and after doing so, ODOT made no changes to their comments on the traffic study. Staff would address this issue during the design review process if this request is approved. City Manager Estes confirmed that the City cannot require ODOT to accept a turn lane.

Councilor Price asked if Staff had spoken with the hospital about these issues. The City should be honest that they would be approving this business for economic reasons and that would cause traffic nightmares. City Engineer Crater said the Engineering Department had not interfaced with the hospital on this specific issue. The Engineering Department typically gets involved during the design review process.

Mayor LaMear said she wanted the Co-op located on that site, but was very concerned about the traffic implications. Steam Whistle does not have enough room for two cars to pass. It did not make sense to have two entrances on Steam Whistle because it is an alley. It would be a nightmare for the people who live there. She concluded that ODOT must think there are problems in that area because the TSP says a traffic circle or light is necessary. City Engineer Crater explained that the TSP was a 25-year projection and the volumes of traffic at Exchange St and Marine Dr are getting close to the 20-year projection and would be near a volume to capacity ratio of one. That is the trigger for intersection improvements. The Applicant's traffic study did not know any differences at that intersection in the year 2039. That is why they stated there would be no significant impact at Exchange St. The volume of hospital traffic was far greater than a proposed development on the lot.

Mayor LaMear said she understood this application was about zoning, not transportation impacts. However, the traffic impacts would be huge. She was undecided because she wanted the Co-op in that location, but did not want access off of Steam Whistle Way. Marine Dr needs a stop sign or traffic circle. City Engineer Crater

explained that the Public Works Department considers how a change in use due to rezoning could add intensity. This discussion would not be necessary if the proposal was for a use that was allowed outright, like the Wauna Federal Credit Union proposal. That proposal was for a 21,000-square foot, three story building, which would have generated more trips during the peak hour than the current proposal. Current uses in the existing zone could create an equal amount of traffic.

Councilor Jones said he was pleased to hear about the other projects under consideration and that traffic issues could be addressed upstream and downstream from the proposed Co-op site. He asked what issues would remain under negotiations if this zone change request were approved. City Manager Estes said upon approval of this request, the Applicants would submit a Design Review application, which would allow the Design Review Committee (DRC) to review a site plan and all the architectural details. The Mill Pond Homeowner's Association would be involved in the design review process because they have their own design standards that are in addition to the City's design requirements. Access points would likely be discussed, but the DRC focuses more on the building and landscaping. The traffic issues would be reviewed by the Planning and Public Works Departments during the review process to determine whether the project met minimum City and ODOT requirements.

Mayor LaMear asked what body of government could change access points. City Engineer Crater said access points were partially outlined in City Code in a section regarding driveways. The standards establish driveway widths, the distance between driveways, and the distance from a driveway to a corner. Public Works applies this Code to residential and commercial properties during the design review process. Planner Ferber added that the Gateway and Greenway Overlay Zones that apply to this site require the DRC to review criteria specific to pedestrian access and what the building looks like. City Manager Estes noted that traffic congestion was reviewed by Public Work, the traffic impact analysis, and ODOT. Public Works also reviewed driveway access standards during the site plan process.

Mayor LaMear believed people would enter and exit the parking lot via the light on 29th St.

City Attorney Henningsgaard stated City Council was tasked with considering whether the zone change would increase traffic to a point that the roads would no longer meet State or City standards, not the design of the building. There are existing permitted uses that would have at least as much traffic impacts in the area. The traffic study was done by professionals and reviewed by ODOT. It was not appropriate for City Council to speculate that the traffic study was incorrect because the study applied the methodology required by law and there was no counter evidence against the study's conclusions. City Council must decide whether the zone change would increase allowable traffic to that property, not the design of the building.

Councilor Brownson said new businesses, more traffic, and more tourists were coming in to Astoria. With more pressure on the existing road system as that area changes, the highway conditions will be poor whether the Co-op is built there or not. These conditions need to be addressed at some point. The Co-op has been a good neighbor and they reach out to the community better than most businesses. The City is getting ready to work with ODOT on transportation and traffic issues in the western gateway. He encouraged Staff to begin working on the eastern gateway when the western gateway was complete.

Councilor Price believed that when the traffic was really horrible, people would complain to the Co-op, not to City Council.

City Council Action: Motion made by Councilor Price, seconded by Councilor Jones, to conduct the first reading of the [Ordinance amending the Astoria Land Use and Zoning Map](#).

Mayor LaMear stated she was not voting against the Co-op, but was voting against the zone change because she believed the transportation issues needed to be covered.

Motion carried 4 to 1. Ayes: Councilors Price, Jones, Nemlowill, and Brownson; Nays: Mayor LaMear.

Director Cosby conducted the first reading of the ordinance.

Mayor LaMear called for a recess at 8:22 pm. The City Council meeting reconvened at 8:26 pm.

Item 6(b): Addition of Job Title for Schedule F-1 Salary Resolution 18-01 – Parks Special Projects Manager

Parks and Recreation Department proposes the creation of a temporary, on-call, position of Parks Special Projects Manager in order to implement recommendations of the Parks and Recreation Comprehensive Master Plan.

This position would assist with but not be limited to the following tasks:

- Conducts research, analyzes, interprets, and packages data for presentations, and develops written report on assigned projects.
- Develops and refines Park Maintenance Plans.
- Assists in the preparation, implementation, updating of the Comprehensive Parks and Recreation Master Plan.
- Coordinates with staff and stakeholders to enhance services offered by the Parks Department.

It is recommended that City Council approve the addition of the Job/Title/Duties and use of Schedule F-1, Range 3 as contained in Salary Resolution No. 18-01.

City Manager Estes said that due to the Parks Department's inability to fill vacancies early in this fiscal year, funds in the Parks Operations and Maintenance Division would be used to fund this position.

Director Cosby confirmed the job description was written with flexibility that would allow the Parks Department to fill potential future needs with the same position. She anticipated this position would total about 50 hours of Staff time this fiscal year.

City Council Action: Motion made by Councilor Nemlowill, seconded by Councilor Brownson, to approve the addition of the Job/Title/Duties and use of Schedule F-1, Range 3 as contained in Salary Resolution No. 18-01. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(c): Addition of Job Title for Schedule E-1 Salary Resolution 18-01 – Support Engineer

With the recent staff transitions in the Public Works Department as a result of Ken Cook's retirement, the part-time Support Engineer position in the Engineering Division has been left vacant. The Support Engineer position has been primarily responsible for special projects such as the CSO (Combined Sewer Overflow Program), wastewater improvements and ODOT bridge projects. This part-time position is limited to 1,500 hours per year.

After an evaluation of tasks, projects and workflow, Staff determined that creation of a permanent full-time Engineering Designer position will best meet the current and future needs of the Engineering Division. This position would take the place of the Support Engineer and be primarily responsible for project management, infrastructure design and development review (full job description attached). This will allow Cindy Moore, previous Support Engineer, to continue to manage a variety of special projects in her Assistant City Engineer role.

Before a position can be posted, the creation of a job description is required to identify the essential duties, expectations, required experience and education as well as to review the current marketplace establishing appropriate salary range to fulfill the current requirements of the City. It is proposed that Schedule E-1, Range 39, be utilized and step determined based on the experience and education of the candidate. Funds currently budgeted for the Support Engineer position can be utilized for the Engineering Designer in this fiscal year. Funds are also included in the proposed budget for FY2018-19 to accommodate the addition of this permanent position. Compared to the Support Engineer position, the addition of a permanent Engineering Designer is anticipated to be cost neutral at this point and converts a part-time position to full time.

The job recruitment would commence immediately upon City Council approval. It is recommended that City Council approve the addition of the Engineering Designer job title and duties, and use of Schedule E-1, Range 39 in Salary Resolution 18-01.

City Manager Estes explained that this position would only budget neutral until future salary increases were approved. However, the Public Works Department has found new funding sources that would offset staffing costs in the next fiscal year and not affect sewer and water rates.

City Council Action: Motion made by Councilor Price, seconded by Councilor Jones to approve the addition of the Engineering Designer job title and duties, and use of Schedule E-1, Range 39 in Salary Resolution 18-01. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

Item 6(d): Authorization to Bid Spur 48 1 Combo Harvest 2018

A commercial thinning and variable retention treatment is proposed on approximately 50 acres of the Bear Creek Watershed property for the summer of 2018. The harvest is located near the north-eastern boundary of the property, on a flat ridge between Cedar Creek and Fat Buck Creek. All treatments have been designed for long-term water quality and forest health goals, increasing diversity, structural complexity, and resilience of the forest on the Bear Creek Watershed.

The commercial thinning is proposed in a Spruce-dominated stand that has stagnated due to very tight spacing. The goal of the thinning is to increase species diversity in the stand and allow the remaining trees to optimally utilize the available growing space.

An area of variable retention harvest is proposed adjacent to the thinning unit. The Douglas Fir in these stands is impacted by Swiss Needle Cast, a fungus that attacks the crowns of the trees and inhibits growth, stunting the trees and decreasing canopy cover. By removing the Douglas Fir, the treatment leaves large and wind-firm Hemlock and Spruce both dispersed throughout the stand and in a few small clumps. The treatment has the operational benefits of a patch cut while improving seed sources for natural regeneration and leaving large legacy trees throughout the stand.

The harvest unit is bisected by the Spur 1 Road, which may require minor repairs. In addition, two other small spurs will be restored, providing greater fire access towards the edge of the property. Map showing the treatment area as well as the location within the watershed are attached. Our City Forester will be in attendance at the meeting to answer any questions.

The net proceeds to the Capital Improvement Fund from this forest treatment are estimated to be \$200,000 after harvest and reforestation costs.

It is recommended that City Council authorize staff to solicit bids for **the Spur 48 1** Combo Harvest 2018.

City Forester Hays noted the bids would be for work on Spur 1, not Spur 18 as the Staff report erroneously stated. He gave a brief PowerPoint presentation that showed the area of the watershed where the harvest would occur, gave details of the scope of work, and explained the benefits of the harvest. He answered questions about replanting practices and natural regeneration.

City Council Action: Motion made by Councilor Price, seconded by Councilor Brownson to authorize staff to solicit bids for the Spur 1 Combo Harvest 2018. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

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

An initial agreement for parking and tourist information services with Astoria Downtown Historic District Association (ADHDA) was approved by Council on September 6, 2016 and ADHDA began recruitment for a parking enforcement officer which has ADHDA has designated as the Community Outreach Officer (COO). At about the same time of the recruitment for the COO position was culminating, the ADHDA Executive Director resigned and the COO position was delayed until the new Executive Director, Sarah Lu Heath, was in place. In early spring of 2017 the COO position was filled and training provided. City of Astoria provided \$ 8,500 to the ADHDA in compliance with their request and the approved agreement. Due to unforeseen circumstances the

new employee did not complete the probationary period. Further recruitment efforts have been underway since summer of 2017 with candidates being offered the position and subsequently declining, necessitated renewing the search for candidates. The ADHDA had \$ 7,484.89 available at June 30, 2017 to recruit for and establish the new employee in the current fiscal year.

Effective January 2018 the ADHDA hired and the City Manager has appointed (per City code) Ms. Ronni Harris as the Community Outreach Officer. An agreement for fiscal year ending June 30, 2018 has been pending the successful recruitment by the ADHDA for this position.

During the January 10, 2018 City Council work session ADHDA made a request to Council to utilize a portion of Promote Astoria Funds allocated for a parking officer to work with a contractor conducting a downtown parking study to better utilize existing parking on private lots and improve pedestrian safety. Council requested ADHDA determine the economic impact of parking spaces and to consider how parking in downtown might impact other areas of town. In response to Council direction from this work session ADHDA prepared a scope of work for the downtown parking study which has been incorporated in the scope of work for the attached agreement for Downtown Parking and Tourist Information Services Agreement. The Parking Study is budgeted for \$11,000. It should be noted that work from the parking study will be presented to Council along with some analysis of on-street parking configurations being prepared by the Public Works Department. This will be done to address the City Council goal on this topic.

It is recommended that Council approve the agreement with ADHDA.

Sarah Lu Heath, Executive Director, ADHDA, stated the scope of work included reviewing of the City Engineering Department's work, gathering more data about parking spot usage, and facilitate agreements with owners of private parking to help businesses provide parking for their employees. At the work session, Councilor Jones had asked if a value could be put on a parking spot in downtown Astoria. That value would be one of the outcomes of this survey. The contractor would be using the Oregon Transportation and Growth Management Program's guide on managing parking. A single stall in Bend has a \$46,000 annual economic impact to the area. That number would be slightly different for Astoria. Parking is a valuable resource and using it to maximum capacity is important.

City Council Action: Motion made by Councilor Jones, seconded by Councilor Brownson, to approve the downtown parking and visitor information agreement with ADHDA. Motion carried unanimously. Ayes: Councilors Price, Jones, Nemlowill, Brownson, and Mayor LaMear; Nays: None.

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

[Cheryl Christie Mattsen](#), 5450 Old Highway 30, Astoria, said she was excited when City Council passed the law allowing accessory dwelling units (ADUs) up to 850 square feet because she wanted to bring her 87-year old father-in-law to her home to live in a 437-square foot space. However, she was disappointed to learn that dwelling units delivered on wheels were considered manufactured homes and manufactured homes had to be a minimum of 1,000 square feet. The new law negated her desire to put in a new little home for her father-in-law. She discussed this with City Manager Estes and Planner Morgan in February. She would like the law to be amended to allow [smaller micro park model homes](#) on wheels in her neighborhood. She did not need to rezone her land because she did not need a 1,000-square foot home, just a small apartment dwelling. It is much cheaper to buy a manufactured home; stick built dwellings and dwellings delivered on platforms cost almost twice as much. If the law were amended, her home would come from McMinnville, set up on a pad, and strapped down.

City Manager Estes explained that the law was intended to prevent single-wide manufactured homes from being located on city lots. Double-wide manufactured homes are allowed because they have an appearance similar to stick built homes. When the ADU law was being developed, there was no discussion about allowing manufactured homes as ADUs because manufactured homes are a specific housing type defined by State Statutes. The State is in the process of developing definitions and statutes for tiny homes.

Ms. Mattsen said the home she wanted was considered a micro park model home, not a tiny home. It was more of an ADU. The home would be built with a basic floor plan for handicap accessibility and would not have a loft. The homes are manufactured small on site. The manufacturer gets better materials at better prices than she

can. She has been unable to get a contractor to give her a bid. The home would even come with appliances. The only difference would be that the home would be delivered on wheels and locked down instead of being put together.

Councilor Brownson said he would be willing to consider tiny homes and manufactured homes. Many details would need to be considered in order to change the Code. Manufactured homes are frowned upon in many cities because they tend to be cheaply made, they do not age well, and they decrease the value of the neighborhood. He would want to regulate the quality of manufactured homes if it were possible.

Ms. Mattsen stated she would have to hire a contractor who was State certified to tie down the home. The manufacturer would not deliver the home to her until she had the City's approval and a contractor's seal of approval. The home would be built with 2 by 6s and composite roofing. She would pay for upgrades on the wrapping and siding so that the siding would be identical to her home. The manufacturer currently has a seven month wait time so she had time to work with the City and get approval. At the end of January, the homes was listed at \$19,900, which was inexpensive.

Mayor LaMear asked if a variance could be granted for this project. City Manager Estes explained that variances are not granted for uses not permitted in the Code. The Planning Commission can only consider variances to numerical values and other similar requirements.

Councilor Price said this needed to go through the Planning Commission first, but she would be willing to consider tiny homes and ADUs.

Ms. Mattsen said she agreed people should not be living in busses and recreation vehicles. Her home would be locked down. She also wanted to build a deck with a ramp for handicap accessibility. It would look like her cottage home. She would not have to consider assisted living in the future.

Councilor Brownson was willing to reconsider the Code. The State has insisted on higher standards for these homes so they are better built than they used to be. However, he wanted to learn more. Quality could be addressed during the Code amendment process.

Ms. Mattsen offered to contact the manufacturer to get answers to any of Council's questions. The homes are built with 2 by 6s. She would get to pick the linoleum, appliances, and furnishings. It would be ready for delivery in seven months so she could move her father-in-law to Astoria from Minnesota before winter next year.

Councilor Brownson said he had worked on manufactured homes and knew their shortcomings.

Mayor LaMear asked how long the Code amendment process would take.

City Manager Estes reminded that the ADU ordinance contained a clause requiring a review one year after taking effect. That review would be done in April, so consideration of this amendment could be added to that review. Once a Code amendment is initiated, the process would take six months if everything went smoothly. Staff capacity, Planning Commission discussions, and public testimony could extend the timeline.

Councilor Nemlowill said she wished City Council could help Ms. Mattsen get the place she wanted for her father-in-law. However, many citizens raised concerns during the ADU discussions about tiny homes manufactured off site. One safety concern was that tiny homes were inspected to recreational vehicle standards. A State seal and inspection could alleviate that concern. Another concern was about the character and historic compatibility of homes manufactured off site. She did not believe this amendment would sail through the process quickly. Before the City dedicates time and resources to this, she believed it would be best to wait and see what the definitions and statutes the State adopted.

Councilor Brownson noted that Ms. Mattsen was talking about a manufactured home, not a tiny home. The design review process would ensure compatibility to the neighborhood.

Councilor Nemlowill stated there was uncertainty about what a tiny home was and how it was different from a manufactured home.

Councilor Brownson said manufactured homes had a very clear and long history and were very well defined in the building industry. Tiny homes are new.

Ms. Mattsen stated she was not trying to put in a tiny home. She wanted to put in a park model manufactured home, which must be 1,000 square feet. She did not need that much space and did not want to put that much additional space into her home or on to her property. She could build up to 850 square feet, but the home she wanted was 437 square feet.

City Manager Estes explained that if Ms. Mattsen were to propose an ADU, it would have to be stick built and could be up to 850 square feet. The other option would be to divide the lot, create a second lot, and put in a larger double-wide manufactured home.

Councilor Price confirmed this issue could be taken up during the review in April.

City Manager Estes stated Staff would let Ms. Mattsen know when the Planning Commission was scheduled to review the ADU ordinance. He confirmed this topic would be part of the review.

Ms. Mattsen said thank you and added that tiny homes were not handicap accessible.

ADJOURNMENT

There being no further business, the meeting was adjourned at [9:08 pm](#).

ATTEST:

APPROVED:

Finance Director

City Manager

**Parks Advisory Board Meeting Minutes
February 28, 2018**

Chairperson Norma Hernandez called meeting to order at 6:45 am.

Present- Norma Hernandez, Jessica Schleif, Andrew Fick, Jim Holen, Eric Halverson, Aaron Crockett, and Michele Tompkins.

Absent- Howard Rub

Staff- Angela Cosby and Jonah Dart-McLean.

Public comments

1. There were none.

President Hernandez

- A. What do you hear- President Hernandez heard that Staff was working on the treadmill at the Aquatic Center. She also heard positive feedback about the dance. Jessica Schleif received a suggestion to place a sign at the bottom of the Cathedral Tree Trail indicated that hikers needed to be able-bodied to continue on the trail to the Column. Andrew Fick heard a lot of concerns, questions, and opposition to the City selling parks. Jessica Schleif heard similar concerns about selling parks. Jim Holen noticed a lot of work had been done in Shively Park. Aaron Crockett heard concerns about the tree removal project. Director Cosby said one of the trees to be removed would remain because Staff recently discovered it contained a burl.

Approval of Minutes

- A. The minutes of the January 2018 meeting were approved as submitted.

Employee and Volunteer Recognition

- A. Director Cosby recognized Greta Cairns as the February Employee of the Month.
- B. Jonah Dart-McLean recognized Lucian and Jay as the February volunteers of the month. Lucian and Jay updated the Board on projects they had completed and were working on. They shared before and after photographs of their ongoing work on Alderbrook Hall.

Old Business

- A. Jim Holen gave an update on the Parks Foundation, which is currently preparing for the Run on the River fundraiser and working on an application for a Wal Mart community grant. Director Cosby noted the Run on the River course would be certified that weekend, which would allow it to be used for qualifying rounds for larger runs. She hoped the certification would result in an increase in registrations for the event. The Board shared ideas for getting more youth involved in the run.
- B. Director Cosby updated the Board on Staff's efforts to implement the Parks and Recreation Master Plan. A Special Project Manager, which is a temporary part-time on-call position, would be hired to help complete the Maintenance Plans and the Capital Improvement Plan. Staff was still on track to present five of the plans to the Board in May.

New Business

- A. Director Cosby updated the Board on the City Council Work Session to discuss the potential sale of City-owned parks, which was held on February 14, 2018. She handed out copies of the memorandum from the meeting and the analysis for each park site prepared by Planning Consultant Rosemary Johnson. She reviewed the analysis for each park and summarized Council's comments. Parks to be sold are Birch Field and Tide Rock Park. Council directed Staff to do more research on the Custom's House and decided to remove Post Office Park from the list of potential sites to be sold. She noted that the Yacht Club would be researched separately as part of a feasibility study on expanding the Aquatic Center. A public hearing would be conducted to approve the sale of any park.

Jessica Schleif was concerned that misinformation was given at the meeting about how the City acquired Tide Rock Park. She recommended Staff make sure potential purchasers were aware of how much the City paid for the property.

Andrew Fick was concerned that moving forward with Council's direction would create more work for Staff than just keeping and maintaining the properties. Director Cosby confirmed Staff was currently unable to maintain the sites properly and the cost of pursuing park sales was low. She would email Board members with specific details about park maintenance costs and the costs related to pursuing park sales.

Director Cosby confirmed that Council discussed in detail developing Birch Field for residential use and the site's water displacement issues that impacted the surrounding neighborhood. She also reviewed the City Council work session in spring 2017 that led to the list of park sites to be considered for sale. The sites were selected because they were the least utilized at that time.

Andrew Fick was concerned that the City was selling parks for which the maintenance costs were so low. He questioned the financial benefit of pursuing these sales and said he believed there were better options for taking care of parks. He was also concerned because some of the park sites are historic. The Board and Staff discussed Council's considerations when deciding which parks should potentially be sold and shared how they believed selling some properties would benefit the City and community.

Andrew Fick said he had written two emails to City Council sharing his concerns about selling parks. He received a response to his first email from most Councilors. However, no one responded to his second email.

The Board and Staff briefly discussed environmental impact studies that could be required on some park sites. They also discussed the variety of positions people have taken on the consideration to sell parks. They agreed the differences of opinions have led to a lot of due diligence during the process.

- B. Director Cosby presented a request from the Harbor to light the Column teal for the month of April in recognition of Sexual Assault Awareness Month. The Board unanimously voted to recommend that City Council approve the request.
- C. Director Cosby announced that Rotary would be hosting the Easter Egg Hunt. They are fundraising and looking for volunteers. A press release would be published in the next week.

She confirmed that many of the free programs that were eliminated had still not been reinstated or taken over by other entities.

Staff Reports and Upcoming Events

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

- A. Maintenance
- B. Aquatic Center
- C. Recreation
- D. Lil Sprouts/Port of Play

Future Meetings

- March 28, 2017 at 6:45 am in City Hall, Council Chambers
- April 25, 2017 at 6:45 am in City Hall, Council Chambers

Next meeting will be held Wednesday, March 28, 2017 at 6:45am at City Hall in City Council Chambers.

Astoria Library Board Meeting

Astoria Public Library

February 27, 2018

5:30 pm.

Present: Library Board members David Oser, Susan Stein (via telephone), Kimberley Chaput and Chris Womack. Staff Library Director Jimmy Pearson.

Excused: Kate Deeks

Call to Order: Chair Pro Tem David Oser called the meeting to order at 5:38 pm.

Approval of Agenda: The agenda was approved as presented.

Approval of Minutes: The minutes of October 2017 and November 2017 were approved as presented.

Board Reports: There were none.

Library Director's Report:

Director Pearson reported on the contract for architectural services, which was approved at the February 26, 2018 City Council meeting. He gave a copy of the contract to each Board member and explained why he believed Hennebery Eddy was the perfect company for the job. Their first day on site is March 16, 2018 and their final building evaluation report will be presented to the City by June 15, 2018. Basic Conceptual drawings will be developed for fundraising. He gave a tentative timeline of the first two phases of the renovation project. Ruth Metz has been hired as a consultant and will provide invaluable guidance drawing from her experience as author of the Library Renovation Study from 2013.

Board members expressed interest in meeting with the architect when they visit the library in March. The Board and Staff discussed availability and Director Pearson agreed to coordinate with everyone so that Board members could be present when the architect arrived.

Director Pearson also reported that as part of Libraries Change Lives, reading dog Maisy recently noticed a struggling reader and helped to calm him so he could keep reading. The Play Away audio books have been popular, so, he has decided to continue offering the service. He told of a couple who lived outside of Astoria and had not wanted to pay for a library card. However, upon learning what was going on with the library, they decided to purchase cards.

- The *Daily Astorian* published a story about the library on the front page of the February 27, 2018 newspaper. Spaces inside the library are still being rearranged to open up the floor, declutter, and make spaces more appealing. Also, furniture is being reupholstered.
- Circulation and library usage is steadily rising and the Play Away audio books have been very popular. Story time continues to grow and he believed the library needed a full-time family services librarian on staff. He briefly shared ideas for obtaining a full-time librarian despite the City's limited resources.

Update on ALFA Activities: No update was available.

Update on Foundation:

David Oser reported that Kate Deeks has been hired to start the fundraising campaign. The Foundation has plenty of funds for this phase of the campaign, which will focus on working with large donors and foundations. Ami is also on staff to manage volunteers.

Director Pearson added that Ami would also be researching grants that the library could write for the City to help fund the renovation.

David Oser announced that a benefit for the Foundation would be held on March 27, 2018 at Fort George Brewery from 4:00 pm to 9:00 pm. The Foundation will get a percentage of Fort George's sales and will host a raffle and silent auction.

New Business: There was none.

Old Business: There was none.

Public Comments: There were none.

Items for Next Meeting's Agenda:

The next meeting was scheduled March 27, 2018.

Adjournment:

There being no further business, the meeting was adjourned at 6:12 pm.

Respectfully submitted,

Paula Pinyerd, ABC Transcription Services, Inc.

Astoria Library Board Meeting

Astoria Public Library

March 20, 2018

5:30 pm.

Present: Library Board members Kate Deeks, Chris Womack, and Kimberley Chaput (via telephone)

Excused: David Oser, Susan Stein, Director Pearson

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

Approval of Agenda: The agenda was approved as presented.

Approval of Minutes: The minutes of February 2017 were approved as presented.

Board Reports: Chair Summers reported that the March 16th meet-and-greet with the architect firm, Friends board, Foundation, and this board was informative and positive, and thanked Director Pearson for arranging the kick-off. Board members will attend the March 31st ROCC and Seaside Library Foundation fundraiser event.

Library Director's Report:

Director Pearson's report was as follows:

Personnel: Anne O. is attending the Public Library Association conference in Philadelphia this week.

- Library Facilities – The meeting with Hennebery Eddy architects held March 16, 2018 went very well. They solicited information from staff regarding all things Astor Public Library. They also began the building assessment process examining various areas, taking pictures, and walking the roof. All of this information will be utilized to inform their final report on building challenges.
- The basement archives were assessed by Rachael Woody, archivist, during her visit to Astoria March 4, 2018. She will spend a full week in Astoria further refining a Collection Plan for the archives May 14-18, 2018. Her services are funded by the grant from the Oregon Heritage foundation.
- Library Programs – Ami K. is planning our adult summer activities. We have secured a sponsor for drop-in concerts we will hold on the front, 10th Street, of the library. Suzanne H. is planning Summer Reading in coordination with Seaside and Warrenton.
- Director's Activities – Attended the Public Library Directors meeting in Salem March 9, 2018. Absent attending the 2nd meeting with Hennebery Eddy in their offices along with Ruth Metz to further refine programming for a renovated library. Registered for the Oregon Library Association meeting in Eugene April 17-20, 2018.

Update on ALFA Activities: No update was available.

Update on Foundation:

The Foundation's first 2018 event will be held on March 27, 2018 at Fort George Brewery from 4:00 pm to 9:00 pm. The Foundation will get a percentage of Fort George's sales and will host a raffle and silent auction. Kate Deeks is running the event, and Kimberly Chaput will donate a basket.

New Business: There was none.

Old Business: There was none.

Public Comments: There were none.

Items for Next Meeting's Agenda: Director Pearson will report on his meeting with Hennebery Eddy and Ruth Metz.

Adjournment:

There being no further business, the meeting was adjourned at 5:55 pm.

DRAFT



CITY OF ASTORIA
Founded 1811 • Incorporated 1856

COMMUNITY DEVELOPMENT

March 15, 2018

MEMORANDUM

TO: ASTORIA CITY COUNCIL

FROM:  BRETT ESTES, CITY MANAGER

SUBJECT: CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT

BACKGROUND

On January 16, 2018 the City Council authorized submittal of a \$12,000 grant application to the Certified Local Government (CLG) program of the State Historic Preservation Office (SHPO). The request included funds to provide a pass-through façade grant to residential and commercial property owners who would like to restore portions of their properties that have been modified over the years. The City was recently notified that the application was approved for \$12,000.

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

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

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

associated with the CLG funded project as well as Historic Landmarks Commissioner time can also be applied to meet the match. The grant and matching amounts will be included in the 2018-2019 Community Development Department budget. The attached grant agreement has been reviewed and approved by City Attorney Henningsgaard.

RECOMMENDATION

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

By:



Nancy Ferber, Planner

Nancy Ferber

From: Blair Henningsgaard <blair@astoria.law>
Sent: Thursday, March 15, 2018 3:23 PM
To: Nancy Ferber
Subject: Re: CLG grant agreement for review

Nancy

The grant agreement is fine

Blair

Blair Henningsgaard
POB 1030, Astoria
(503) 325-0151
blair@astoria.law

*Confidentiality Notice: This email message is covered by the Electronic Communications Privacy Act, 18 USC 2510-2521, and is legally privileged. Unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, please contact sender immediately at 503.675.4300, or by reply email, and destroy all copies of the original message.

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On Mar 15, 2018, at 12:11 PM, Nancy Ferber <nferber@astoria.or.us> wrote:

<2018 CLG Grant Agreement.pdf>



Oregon

Kate Brown, Governor

Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE Ste C

Salem, OR 97301-1266

Phone (503) 986-0690

Fax (503) 986-0793

www.oregonheritage.org

March 13, 2018

Nancy Ferber
City of Astoria
1095 Duane St
Astoria, OR 97103

Dear Nancy:

Congratulations! Your application for a 2018 Certified Local Government Grant has been funded for the amount and purpose listed below.

Grant Amount: \$12,000

Grant No.: OR-18-03

Start Date: 3/16/2018

End Date: 8/30/2019

Summary: Offer a pass through grant for development of properties listed on the National Register or contributing to a listed historic district. Offer design assistance for projects on historic properties. Grant administration.

Enclosed are two copies of your grant agreement. Carefully review the scope of work and requirements for each category to be sure they are summarized correctly. Have the authorized person sign both copies and return both copies to us. The signed agreements must be returned to our office within 30 days; if not returned in that period, it will be assumed that you are not accepting the grant award. We will return a signed copy and grant reporting information at that time.

I am looking forward to working with you. Please let me know if you have any questions, and, again, congratulations and best wishes for a successful project.

Sincerely,

Kuri Gill

Grant and Outreach Coordinator

(503) 986-0685

Kuri.Gill@oregon.gov

Enclosures



BUILDING CODES
MAR 15 2018
CITY OF ASTORIA



Grant Agreement
2018 Certified Local Government Grant (OR-18-03)

CITY OF ASTORIA
MAR 15 2018
BUILDING CODES

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

City of Astoria
1095 Duane Street
Astoria, OR 97103

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

1. **GENERAL PURPOSE:** The general purpose of this agreement is: to undertake the heritage-related project as detailed in Attachment A.
2. **AGREEMENT PERIOD:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed on 8/30/2019
3. **AGREEMENT COSTS:** The State agrees to pay the Grantee a maximum of \$12,000 for costs authorized by this agreement.
4. **AGREEMENT DOCUMENTS: Included as Part of this Agreement are:**
Attachment A: Scope of Work
Attachment B: Federal Requirements
Attachment C: Standard Terms and Conditions
Attachment D: Reporting and Reimbursement
Attachment E: Insurance Requirements

5. **SIGNATURES:**

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

GRANTEE:

Signature, Authorized Representative

Date

Name and Title of Signer (Type or Print)

STATE:

Christine Curran, Deputy State Historic Preservation Officer
OPRD Heritage Programs

Date

Attachment A -- Scope of Work

2018 Certified Local Government Grant (OR-18-03)

Grantee: City of Astoria

Grant Amount: \$12,000 Match Amount: \$14,888 Estimated Overmatch: \$0

Project Summary: Offer a pass through grant for development of properties listed on the National Register or contributing to a listed historic district. Offer design assistance for projects on historic properties. Grant administration.

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

PROPOSED BUDGET

1. Administration		
Staff time	\$1,747	
	Total	\$1,747
2. Development - CLG		
Contractor	\$11,000	
	Total	\$11,000
3. Review and Compliance		
Printing, design, etc.	\$3,633	
Travel	\$150	
Volunteer time	\$2,195	
Staff time	\$7,163	
Contractor	\$1,000	
	Total	\$14,141
	Total Project Budget	\$26,888

WORK DESCRIPTION

1. Administration \$1,747

Products:

Grant administration including tracking grant expenses and submitting grant report and reimbursement requests.

Standards and Provisions:

Project Standards:

- Allowable costs and services must be related to the administration of this grant: application/contract processing, project oversight, reimbursement requests, etc.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.

2. Development - CLG \$11,000

Products:

Offer a pass through grant for development of properties listed on the National Register or contributing to a listed historic district.

Standards and Provisions:

Attachment A -- Scope of Work

2018 Certified Local Government Grant (OR-18-03)

Grantee: City of Astoria

Grant Amount: \$12,000

Match Amount: \$14,888

Estimated Overmatch: \$0

Project Standards:

- Properties must be on the National Register of Historic Places or contributing to a National Register district to qualify for rehabilitation project funding.
- Prior to starting the rehabilitation project, the grant recipient must submit complete development project packet for the project to SHPO and receive as signed packet. This should include current photos, historic photos and basic drawings, a description of materials and methods to be used, and a map of the location.
- Work cannot begin on the project until the development project packet is signed, the NEPA public comment period is complete and the NPS comment period is complete.
- The approved work plan should be used for requesting bids from contractors. Approved procedures for selecting a contractor must be followed, including obtaining at least three bids if the work is over \$10,000. The grant recipient must retain copies of all contracts with contractors for completing the work described in the work plan.
- The work plan and the actual work must conform to the Secretary of the Interior's "Standards for Rehabilitation" (1990 revised version). Work that does not meet these standards is ineligible for reimbursement.
- Pass through grants to property owners require a signed preservation agreement before work begins.
- A project sign must be displayed in a prominent location at each project site while project work is in progress. The sign must identify the project and SHPO and National Park Service grant support. "Rehabilitation of [name of property] is supported in part by a Historic Preservation Fund grant administered by the National Park Service, Department of the Interior and the Oregon State Historic Preservation Office."
- Before, during and after pictures are required for reimbursement. Digital images of 300dpi or higher are required.

3. Review and Compliance \$14,141

Products:

Offer design assistance for projects on historic properties to improve the review process. Process applications and coordinate commission meetings.

Standards and Provisions:

Project Standards:

- Eligible costs and activities include those related to local "design review" as well as to participation with the SHPO in state or federal compliance activities for properties within the local government's boundaries.
- Activities and products must be consistent with local, state, and federal preservation standards and guidelines, including the National Register bulletin "How to Apply the National Register Criteria for Evaluation" and the Secretary of the Interior's "Standards for Rehabilitation".
- The grantee must maintain records of cases it reviews and the decisions it make.
- Any purchases or contracts for services over \$10,000 should follow appropriate procurement procedures, including obtaining at least three estimates.
- All reports and publications related to this project must give credit to the State Historic Preservation and National Park Service.

"This publication has been funded with the assistance of a matching grant-in-aid from the Oregon State Historic Preservation Office and the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinion, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination on the basis of race, color, national origin, age or

Attachment A -- Scope of Work

2018 Certified Local Government Grant (OR-18-03)

Grantee: City of Astoria

Grant Amount: \$12,000 **Match Amount:** \$14,888 **Estimated Overmatch:** \$0

handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Office of Equal Opportunity, National Park Service, 1201 Eye Street, NW (2740) Washington, DC 20005"

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

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

Federal Award Identification:

1. Subrecipient name (which must match registered name in DUNS): City of Astoria
2. Subrecipient's DUNS number: 006156467
3. Federal Award: P18AS00073
4. Federal Award Date:
5. Sub-award Period of Performance Start and End Date: From 3/16/2018 to 8/30/2019
6. Total Amount of Federal Funds Obligated by the Agreement: \$12,000
7. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement: \$12,000
8. Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: \$12,000
9. Federal Award Project Description:
Offer a pass through grant for development of properties listed on the National Register or contributing to a listed historic district. Offer design assistance for projects on historic properties. Grant administration.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:
 - (a) Name of Federal awarding agency: National Park Service
 - (b) Name of pass-through entity: State Parks and Recreation, Oregon
 - (c) Contact information for awarding official of pass-through entity:
*Christine Curran, Deputy State Historic Preservation Officer
State Historic Preservation Office
Oregon Parks and Recreation Department
725 Summer Street NE, Suite C
Salem, Oregon 97301*
11. CFDA Number and Name: 15-904 Historic Preservation Fund Grants in Aid
Amount: \$12,000
12. Is Award Research and Development? No
13. Indirect cost rate for the Federal award: 0%

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

Attachment C
Standard Terms and Conditions – Historic Preservation Fund Grants

1. **Authority:** ORS 358.590 (3) authorizes the Oregon Parks and Recreation Department to award grants for heritage projects throughout Oregon.
2. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, Title 23 U.S.C Section 206, Federal Highway Administration (FHWA) Recreational Trails Program Guidance, FHWA Form-1273 (Attachment C), Oregon’s Recreational Trails Program Manual, 2 CFR Part 200, and federal, state, and local program guidelines.
3. **Work Plan Approval:** Prior to commencing the project described in Attachment A, Grantee shall receive approval on a final work plan from the State.
4. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
5. **Employment Practices Clause:** In carrying out its responsibilities under this agreement, the Grantee shall not deny benefits to or discriminate against any person on the basis of race, color, creed, religion, national origin, sex, disability, or sexual preference, and shall comply with all requirements of federal and state civil rights statutes, rules and regulations including:
 - Title VI of the Civil Rights Act of 1964 (42 USC 200d et. seq.).
 - Section 504 of the Rehabilitation Act of 1973 (20 USC 794).
 - Title IX of the Education Amendments of 1972 (20 USC 1681 et. seq.).
 - Americans with Disabilities Act of 1990 (42 USC sections 12101 to 12213).
 - ORS 659.400 to 659.460 relating to civil rights of persons with disabilities.
6. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker’s Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that it and each of its subgrantee(s), contractor(s), and subcontractor(s) complies with the insurance requirements provided in Attachment E.
7. **Reporting:** Grantee shall submit progress reports and a final report as described in the grants manual and on a reporting system provided by State.
8. **Grant Payments:** Grant funds are awarded by State on a reimbursement basis and only for the Project described in Attachment A, Project Overview. Advance payments may be provided under hardship conditions. In addition to the reimbursement requested upon completion of the Project, Grantee may request a mid-Project reimbursement for costs accrued to date.
9. **Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the CLG Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, date volunteered, hours worked, location worked at and rate used for match to be eligible.
10. **Records Administration:** Grantee shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Grantee for costs authorized by this contract. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Grantee agrees to allow Federal and State auditors, and Federal and State Agency Staff, access to all the records related to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

11. **Inspection of Equipment and Project Property:** Grantee shall permit authorized representatives of State, the Secretary, or their designees to perform site reviews of the Project, and to inspect all Equipment, real property, facilities, and other property purchased and any property on which development work was completed by Grantee as part of the Project services rendered by Grantee.
12. **Preservation Agreements and Covenants:** Development projects on historic properties are subject to a preservation agreement.
13. **Tax Obligations:** Grantee will be responsible for any federal or state taxes applicable to payments under this Agreement.
14. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

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

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

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

15. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
16. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement and upon Grantee's compliance with the terms of this Agreement.
17. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
18. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
19. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
20. **Notices:** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee contact or State contact at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received, or five days after mailing.
21. **Counterparts:** This agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.
22. **Severability:** If any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

23. **Super Circular Requirements.** Grantee will comply with 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
- a. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
 - b. Procurement Standards. When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.
 - c. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Contractor, and Contractor shall also include these contract provisions in its contracts with non-Federal entities.

Attachment D
Reporting and Payment – Historic Preservation Fund Grants

1. **Grant Payments / Reimbursements:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in this Agreement, and the original Application. To request reimbursement, Grantee shall use OPRD's online grant management system accessible at oprdragrants.org. The request for reimbursement shall include documentation of all project expenses plus documentation confirming project invoices have been paid. The request must also include documentation for all match expenses, as eligible under the rules, policies, and guidelines for the Recreational Trails Program, which may be found at www.oregon.gov/oprd/grants/pages/trails_more.aspx. Grantee may request reimbursement as often as monthly for costs accrued to date. A progress report submitted OPRD's online grant management system is required with each reimbursement request.

2. **State Fiscal Year-End Request for Reimbursement:** Grantee must submit a Progress Report and a Reimbursement Request to OPRD for all Project expenses including matching expenses, if any, accrued up to June 30, of each state fiscal year. The State Fiscal Year-End Reimbursement Request must be submitted to OPRD by July 15th of each year.

3. **Reimbursement Terms:** The total estimated project cost is included in the grant agreement. Subject to and in accordance with the terms and conditions of this Agreement, OPRD shall provide Grant Funds to Grantee for the project in an amount not to exceed the amount awarded in the grant agreement, whichever is less, for eligible costs of work completed. Grantee shall accept the Grant Funds and provide Match Funds for the Project as required by the grant.

4. **Progress Reports:** The Grantee shall report to OPRD regarding the status and progress of the project as follows:

For the year one period beginning March 15, ending June 30, 2018:	report is due July 15, 2018
For the year one/two period beginning July 1, ending June 30, 2019:	report is due July 15, 2019
For the year two period beginning July 1, ending August 31, 2019:	report is due September 15, 2019

- Progress Reports shall be submitted using OPRD's online grant management system accessible at oprdragrants.org.
5. **Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties unless noted otherwise on the Notice to Proceed letter. Unless otherwise terminated or extended, the Project shall be completed by **August 31, 2019**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee. No grant funds shall be available for any expenditures after the Project Completion Date.
6. **Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the completed Project and Final Report.
7. **Final Report:** Grantee must submit a Final Progress Report, a Final Reimbursement Request and digital pictures of the completed project to OPRD within 45 days of the Project Completion Date or the required deadlines, whichever is first. OPRD may, at its sole discretion, conduct appropriate inspections of the Project within a reasonable time following submission of the Final Report. Grantee shall assist OPRD and cooperate fully to the satisfaction of OPRD with all inspections that OPRD conducts.

ATTACHMENT E
Insurance Requirements

GENERAL.

Grantee shall require in its first tier contracts (for the performance of work on the Project) with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commencing 3/12/2018, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to the Oregon Parks and Recreation Department ("OPRD"). Grantee shall not authorize work to begin under contracts until the insurance is in full force. Thereafter, Grantee shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Grantee shall incorporate appropriate provisions in the contracts permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Grantee permit work under a contract when Grantee is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a contract in which the Grantee is a party.

TYPES AND AMOUNTS.

i. **WORKERS COMPENSATION.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Employers liability insurance with coverage limits of not less than \$500,000 must be included.

ii. **COMMERCIAL GENERAL LIABILITY.**

Commercial General Liability Insurance covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to OPRD. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence form basis, with not less than the following coverage amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

iii. **AUTOMOBILE Liability Insurance:** Automobile Liability.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Automobile Liability Insurance must be in not less than the following amounts:

Bodily Injury, Death and Property Damage:

\$1,000,000 per occurrence (for all claimants for claims arising out of a single accident or occurrence).

ADDITIONAL INSURED. The Commercial General Liability Insurance and Automobile Liability insurance must include the State of Oregon, OPRD, its officers, employees and agents as Additional Insureds but only with respect to the activities to be performed under the contract. Coverage must be primary and non-contributory with any other insurance and self-insurance.

"TAIL" COVERAGE. If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance, either "tail" coverage or continuous "claims made" liability coverage must be maintained, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of 24 months following the later of : (i) the contractor's completion and

Grantee's acceptance of all services required under the subagreement or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing 24-month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the 24-month period described above, then the contractor may request and OPRD may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If OPRD approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE. The contractor or its insurer must provide 30 days' written notice to Grantee before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).


CERTIFICATE(S) OF INSURANCE. Grantee shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.



CITY OF ASTORIA

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MEMORANDUM • COMMUNITY DEVELOPMENT

DATE: MARCH 23, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: UPDATED FINDINGS OF FACTS FOR APPEAL 18-01 BY TED OSBORN OF DEMOLITION REQUEST 17-02 AT 347 ALAMEDA AVENUE

Background

On January 17, 2018 the Historic Landmarks Commission (HLC) held a public hearing and reviewed a request to demolish a multi-family dwelling at 347 Alameda Avenue. The structure is a primary contributing structure in the Uniontown Historic District. With a vote of three to three, which constitutes a denial, the HLC denied the request. On January 30, 2018 Mr. Osborn submitted an appeal of the HLC decision of denial of the demolition.

At the Council meeting on March 19, 2018, the Council unanimously voted to tentatively approve the appeal and allow the demolition, pending edits to the findings of facts. Notes from the deliberation at the March 19th meeting are incorporated into new findings of fact attached to this memo.

As required by Article 9 of the Development Code, after a final decision by the Council, a notice of the reviewing body decision shall be provided to all parties to the hearing and shall include: a description of the decision reached, a statement that the decision may be appealed to the Land Use Board of Appeals by filing a notice of intent to appeal within 21 days, and a statement that the complete case, including the final order is available for review at the City.

RECOMMENDATION

It is recommended that the City Council consider adoption of the new findings of facts and recommended conditions.

By: 
Nancy Ferber, Planner
Community Development Department

STAFF REPORT AND FINDINGS OF FACT

March 28, 2018

TO: CITY COUNCIL

FROM: NANCY FERBER, PLANNER 

SUBJECT: APPEAL (18-01) OF DEMOLITION REQUEST (DM17-02) BY TED AND WENDY OSBORN TO DEMOLISH A HISTORIC STRUCTURE AT 347 ALAMEDA AVENUE

I. BACKGROUND SUMMARY

- A. Applicant: Ted and Wendy Osborn
PO Box 656
Astoria, OR 97103
- B. Owner: Edward K Osborn and Wendy L Osborn
PO Box 656
Astoria, OR 97103
- D. Location: 347 Alameda Ave; Map T8N R9W Section 7CD, Tax Lot 6200; Lot 23 & 24, Block 17, Taylor's, R-3
- E. Proposal: To demolish a three and one half story primary contributing historic building
- F. Classification: Primary historic structure in the Uniontown-Alameda National Register Historic District
- G. Previous HLC Applications: N/A

II. BACKGROUND

The Queen Anne style structure is a three and one half story apartment building with a unique irregular layout. It was constructed ca 1908. It is located on the south side of Alameda Avenue, adjacent to an undeveloped public right of way. It is bounded on the west by the Kingston right of way; on the east by a single family dwelling owned by the applicant, and on the north by a vacant lot. The lot to the north was previously occupied by 349 Alameda-a single story structure with a gabled roof and



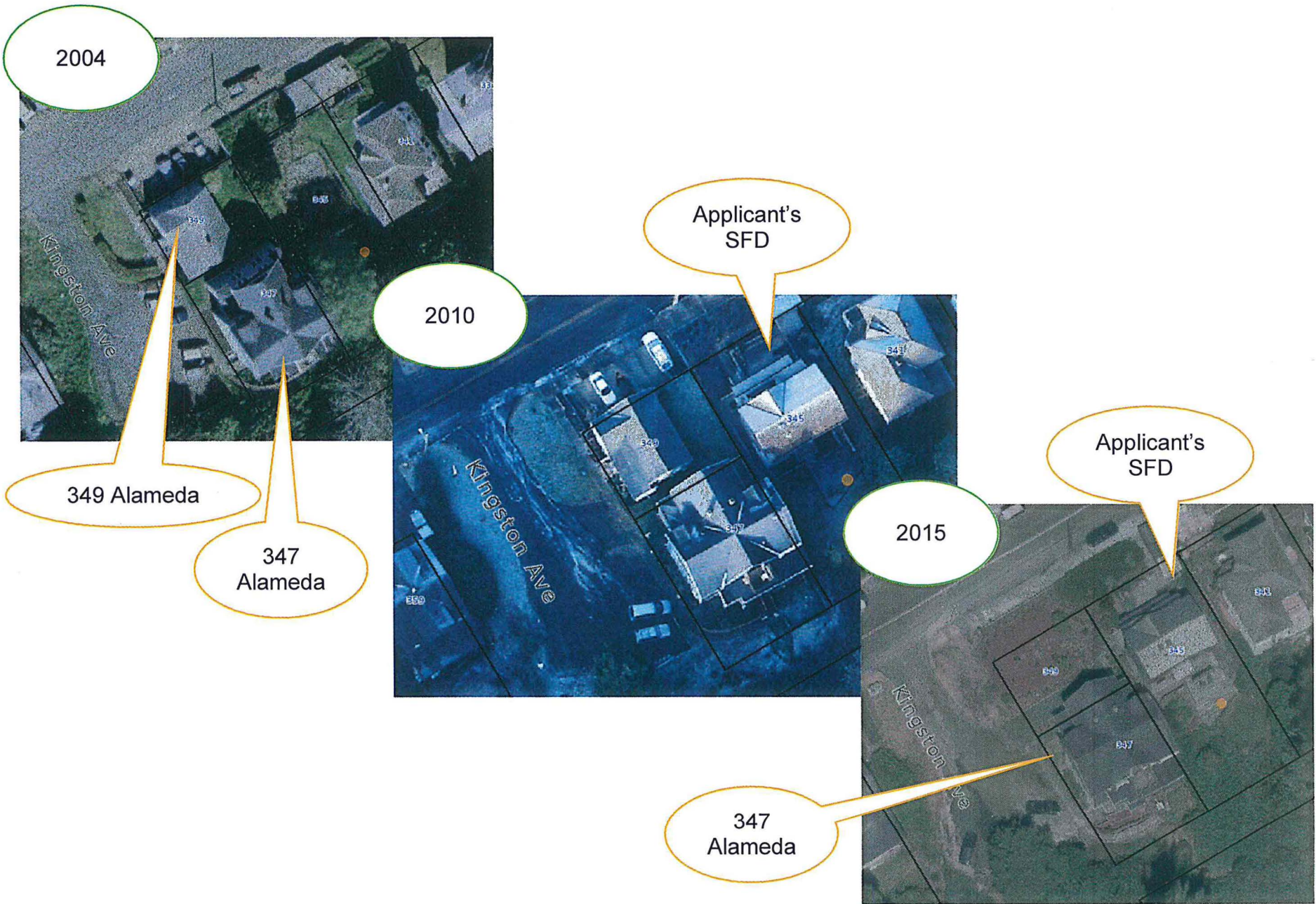
intersecting side gables. Remnants of a concrete structure are on the north lot as well. The 349 Alameda building was a non-contributing structure built in 1920. The site of the previous structure is now used as additional access to the applicant's single family dwelling. Aerial photos of the site on the following pages show changes from 2004-2010-2015.



Current site
December 2017



Adjacent Kingston
right of way



BUILDING HISTORY AND CURRENT USE/CONDITION

According to Polk's Astoria's City and Clatsop County Directory, the apartment building was owned in 1908 by Henrik Reinikki. Other residents include John Hyvari and Jacob Lahti, both fishermen, and Bekka Rasinen, a laborer. Henrik Reinikki was a fisherman and president of the Apostolic Lutheran Congregational Church in 1921, the year he and his wife Kate moved from the residence. Other occupants include John, incorporator of Astoria's Finnish Tannery, and Edith Pirila; Gust, a laborer, and Betty Panso; and Richard, a carpenter, and Hilda Sinko.

The building has since been used for multi-family housing and has fallen into disrepair over the past few years.

The historic inventory notes the cross gable roof has original gabled donners on the west elevation and newer gabled donner on the south elevation. The gable ends are pedimented and a wide frieze board extends around the perimeter of the building. Weatherboard clads the upper stories and vertical boarding covers the concrete foundation. Fenestration is regular with two sets of one over one double hung wood sash windows located on each story. Some of the attic windows have been altered to aluminum frame fixed pane. A shed roof two story wing is located on the rear elevation and two, two story flat roofed projections are located on the north elevation on either side of the main building volume. The building, set back approximately ten feet, faces southwest on Kingston (not a through street).



Site in
2012

The building is currently in severely deteriorated condition, both inside and on the exterior due to neglect and geological impacts at the site. The applicant has submitted a geotechnical report outlining structural issues with the site.

In October 2017 at the request of the applicant for inspection, the Building Official deemed the site a safety hazard for occupancy. However it was not classified as an immediate threat to public health and safety- a classification which is required for immediate approval for demolition.

At this point, staff worked the applicant to explore a number of scenarios for the site including:

- Saving and restoring the structure on the existing site
- Restoring the structure and moving out of the slide area to the property owned by the applicant just to the north of the site
- Restoring a portion of the structure on site
- Restoring a portion of the structure and moving it outside of the geologic hazard area into the Kingston right of way (requires approval of a street vacation)
- Demolishing the building (current proposal)

PROPOSED USE

The applicant is proposing to demolish the three and one half story building and leave the site vacant. There is no new proposed development. The applicant states the building cannot be economically rehabilitated to provide a reasonable income. The building is severely deteriorated in the interior and exterior and will require extensive work to rehabilitate. A financial breakdown submitted by the applicant is included with supplemental information.

Rehabilitation would involve but is not limited to: structural bracing and tie-back anchors, removing chimneys, stabilizing the building, disposal deteriorated flooring and framing, repairing the foundation and footing, new framing, repairing siding, repairing interior walling, reroofing and painting. The applicant states it is not economically feasible to rehabilitate the building to the most recent use.

No plans or proposals for reuse of the vacant lot have been submitted. Potential development at the site after demolition was not proposed or review by the Historic Landmarks Commission.

Article 6.080 outlines criteria for demolition, which is not limited to just financial feasibility. The additional criteria is reviewed in these findings of facts. The applicant has made it clear they are not interested in moving the historic structure onto the property they own, out of the problematic geologic area, for fear of compromising their own view. There are no protected view corridors for this site.

III. PUBLIC REVIEW AND COMMENT

A notice of public hearing was mailed to all property owners within 200 feet pursuant to Section 9.020 on December 22, 2017. A notice of public hearing was published in the *Daily Astorian* on January 10, 2018. The applicant was reminded to place on site notice on January 5, 2018. Any comments received will be made available at the Historic Landmarks Commission meeting.

With a vote of three to three, the HLC denied the request at their January 17, 2018 meeting. On January 30, 2018 Mr. Osborn submitted an appeal of the HLC decision. At the Council meeting on March 19, 2018, the Council held a public hearing and unanimously voted to tentatively approve the appeal and allow the demolition, pending edits to the findings of facts. Notes from the deliberation at the March 19th Council meeting are incorporated into these new findings of facts.

IV. APPLICABLE REVIEW CRITERIA

- A. Section 6.080.A specifies that *"No person, firm, or corporation shall move, demolish, or cause to be demolished any structure listed or identified as a Historic Landmark or as Primary or Secondary without first obtaining a Certificate of Appropriateness."*

Finding: The building is classified as primary contributing building within the Uniontown-Alameda National Register Historic District and therefore requires a review for demolition.

- B. Section 6.080.B, Criteria for Immediate Approval, states that *“The Historic Preservation Officer shall issue a Certificate of Appropriateness for moving or demolition if any of the following conditions exist:*

1. *The structure has been damaged in excess of 70% of its assessed value by fire, flood, wind, or other natural disaster or by vandalism; or*
2. *The Building Official finds the structure to be an immediate and real threat to the public health, safety and welfare.*

All other requests will be reviewed by the Historic Landmarks Commission.”

Finding: While the building is deteriorating, it has not been deemed an immediate threat to the public health, safety, and welfare. The applicant claims the structure has been damaged in excess of its 70% assessed value. Much of the damage has been due to neglect by previous owners and not all through geologic damage, fire, flood wind, natural disaster or vandalism. For these reasons, staff determined the request should be reviewed by the Historic Landmarks Commission.

Furthermore, article 9.010 (H): outlines the determination of permit processes:

The Community Development Director may determine that a permit should be reviewed by a Commission/Committee in lieu of an Administrative Review to protect the best interests of the surrounding property or neighborhood or the City as a whole.(Section 9.010.H added by Ordinance 13-10, 11-4-13; amended by Ordinance 14-03, 4-21-14).

In the best interest in the City as a whole, the review of this demolition was recommended for review by the Historic Landmarks Commission in lieu of an Administrative Review by staff. A certificate of appropriateness issued by staff would not involve public notice or public input.

Upon appeal, the City finds the building has been damaged in excess of 70% of its assessed value due to slow geologic damage at the site, as well as neglect, deeming that the condition of the structure has met criteria 6.080B 1. Because the permit has already been reviewed by the Historic Landmarks Commission in lieu of an administrative review, a certificate of appropriateness for immediate approval is negated. However this criteria is used to factor as to whether the property could be economically rehabilitated on the site.

- C. Section 6.080.C, Historic Landmarks Commission Review Criteria, states that “Those demolition/moving requests not meeting the conditions for immediate approval shall be reviewed by the Historic Landmarks Commission following

receipt of an applicant's request. In reviewing the request, *the Historic Landmarks Commission shall consider and weigh all of the following criteria:*"

- "1. *The structure cannot be economically rehabilitated on the site to provide a reasonable income or residential environment compared to structures in the general area.*"

Finding: The applicant has provided documentation and findings concerning the condition of the building and the estimated costs to renovate the building. The building has been vacant and was purchased by the applicant. In their application materials they note they "chose to outbid slumlords rather than risk living with the squalor."

After purchasing the building, the applicant determined that the costs associated with restoring the building for apartments is not feasible. A breakdown of these costs are in the supplemental information. Residential use would probably be the best use of the property but the applicant has indicated that the income from units would not be sufficient to recoup the renovation costs in a reasonable time period. Other uses which could be considered for the site that involve additional income generation were identified in earlier staff reports. Appropriate uses allowed in the R-3 zone include but are not limited to family day care centers, home stay lodging, residential facilities, and residential homes. Additional uses are possible with a conditional use permit; including a bed and breakfast. Analysis of potential other uses that could generate more income have not been provided by the applicant in outlining income vs investment.

Upon consideration of the appeal, the City agrees with the applicant's rehabilitation costs / income projections and finds that the structure cannot be rehabilitated "on the site." Other discussions for restoring the property involved relocating the structure (or a portion) to other property. While financial analysis for potential income provided by the applicant was limited to the income potential of only a rental property, the City also finds that the structure and site are not appropriate for other uses beyond its prior use as multifamily housing. The other uses would not contribute to the overall neighborhood.

- "2. *There is demonstrated public need for a new use, if any is proposed, which outweighs the benefit which might be served by preserving the subject building(s) on the site due to the building's contribution to the overall integrity and viability of the historic district.*"

Finding: No new use of the site, or land is proposed with this application for demolition. Therefore, no further analysis can be provided to demonstrate a public need.

- “3. *The proposed development, if any, is compatible with the surrounding area considering such factors as location, use, bulk, landscaping, and exterior design.*”

Finding: With this demolition request, there is no proposed development. Any future development would need to be compatible with the R-3 high density residential zoning.

- “4. *If the building is proposed to be moved, the new site and surrounding area will benefit from the move.*”

Finding: The building is not proposed to be moved with this application. An application for moving a historic structure would require review by the HLC, should the applicant seek to relocate the building. A potential move was discussed with the applicant. Moving the structure into the Kingston right of way, and out of the geologic hazard area currently impacting the structure, would require approval by City Council for use of the right of way.

C. The following Comprehensive Plan Sections are applicable to the request:

1. Section CP.250.1, Historic Preservation Goals, states that the City will *“Promote and encourage, by voluntary means whenever possible, the preservation, restoration and adaptive use of sites, areas, buildings, structures, appurtenances, places and elements that are indicative of the City’s historical heritage”*.

Finding: The City has worked with multiple owners of derelict buildings over the years to find uses that would make restoration feasible. The Merwyn Building in the Downtown Historic District is one recent example of a costly project that initially did not pencil out for restoration. However, a conditional use permit for multi-family housing was granted January 9, 2018 to allow for rehabilitation to provide housing at the site. It was suggested that historic tax credits and incentives used at this downtown site could similarly be applied for a multi-family housing project for the 347 Alameda building.

The applicant has submitted supporting documentation of the cost analysis for repairing the site for a number of apartments which are attached.

Because of the smaller scale and cost of rehabilitation in this case the City finds restoration and/or adaptive reuse of the site cost prohibitive.

2. CP.255.5, Historic Preservation Policies, states that *“Every possible effort will be made to relocate historical structures as an alternative to demolition, and to excavate archaeological sites prior to alteration.”*

Finding: Relocation to another site would be costly and the repairs would still be needed at the new location. However, it is also costly to renovate the building at its current site due to the geologic issues. Options for saving the whole building and portions of the building have been submitted by the application.

Moving the building into the Kingston right of way would require further analysis by City staff to determine if possible and ultimately consideration by City Council for vacation of the right of way. The applicant has stated that the option of moving the structure was reviewed and cost prohibitive as noted earlier. The City finds that relocating the structure would be too costly and the house is currently (and could remain) a blight to the neighborhood.

3. CP.204 Economic Development Goal 5 and Goal Policies encourages *“the preservation of Astoria’s historic buildings, neighborhoods and sites...”*

Finding: The City finds that as the property could not be economically rehabilitated. Furthermore, the structure is a detriment to the neighborhood itself.

4. CP.210 Economic Development Recommendations. (6) *“The City’s historic character is one of its major tourist attractions. Historic districts can form the focus for tourist oriented promotion. Therefore the City should take a more active role in the designation of historic districts.”*

Finding:

The proposed demolition would remove a primary contributing structure. However as noted the structure cannot be economically rehabilitated and the house detracts (and would continue to detract from the district).

- D. Section 6.050.D, Conditions for Demolition Approval, states that *“As a condition for approval of a demolition permit, the Historic Landmarks Commission may:*
1. *Require photographic documentation, and other graphic data or history as it deems necessary to preserve an accurate record of the resource. The historical documentation materials shall be the property of the City or other party determined appropriated by the Commission.*
 2. *Require that the property owner document that the Historic Preservation League of Oregon or other local preservation group has given the opportunity to salvage and record the resource within 90 days.”*

Finding:

Demolition of the site was tentatively approved by City Council at the March 19, 2018 appeal hearing. It was discussed that documentation of the structure prior to demolition be completed. Staff has prepared draft language below for Council consideration on that matter. Should Council wish that a preservation group be given the opportunity to salvage and record the resource, direction should be provided at the final deliberations.

- E. Section 6.090(C) Administrative Procedures states that *"In approving an exterior alteration, demolition or moving request, the Historic Landmarks Commission and/or Historic Preservation Officer may attach conditions which are appropriate for the promotion and/or preservation of the historic or architectural integrity of the structure, appurtenance, object, site, or district. All decisions to approve, approve with conditions, or deny shall specify the basis of the decision. A decision of the Historic Preservation Officer may be appealed to the Historic Landmarks Commission. A decision of the Historic Landmarks Commission may be appealed to the City Council."*

Finding: This code section provides the ability for Council to apply other conditions they see fit. One possible condition for Council to consider is placement of a historical marker recognizing the historical importance of the structure that provided housing for local fishermen, and to recognize the site as part of the Uniontown-Alameda historic district.

V. CONCLUSION AND RECOMMENDATION

To approve the demolition, it is recommended City Council consider the Findings of Fact above, and review the conditions of approval noted. Council may choose to add others earlier noted as possibilities.

Recommended Conditions:

1. In accordance with Section 6.080(D), the applicant shall establish a permanent record of the interior and exterior of the property and, prepare a photographic documentation of the structure in accordance with modified standards of the Historic American Buildings Survey (HABS) and Historic American Engineering Record Documentation (HAER) Photographic Specifications.
 - a. Two sets of 8" x 10", high contrast black and white photographs on archival paper, not the large-format required by HABS/HAER, must document the current appearance of the structure.
 - b. Submit photographic reproductions of historic views of the buildings, if any, and of any construction drawings which might be in existence.


- c. A written documentation providing a narrative record of the building/site history shall be prepared. Depending on the availability of information, it is expected that such report would be in the range of one to two pages in length. It is anticipated the narrative may flesh out that information provided in the Historic Inventory.
 - d. All records and documentation, including the photographs (two sets), and the negatives, shall be provided to the City of Astoria prior to demolition.
2. The applicant shall submit the "Residential Conditions of Demolition Permit Approval" regarding soil compaction, proof of ownership, debris disposal, erosion control etc, with a building permit prior to demolition. The Oregon Department of Environmental Quality (DEQ) asks that we share requirements regarding asbestos. An accredited survey must conduct the asbestos survey before demolition (removal of a load-bearing wall) at any residence constructed before January 2004. The surveyor shall supply his/her credentials upon request, and a copy of the asbestos survey must be kept on site and provided to DEQ upon request.



CITY OF ASTORIA

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MEMORANDUM • PARKS AND RECREATION

DATE: MARCH 20, 2018
TO: MAYOR AND CITY COUNCIL
FROM:  BRETT ESTES, CITY MANAGER
SUBJECT: RENEWAL OF OREGON DEPARTMENT OF STATE LANDS PUBLIC RECREATION FACILITY LICENSE 20905-LI FOR YOUNG'S RIVER MARINE PARK PUBLIC BOATING ACCESS

DISCUSSION/ANALYSIS

In June 2009, the City of Astoria renewed a facility license agreement with the Oregon Department of State Lands (DSL) in order to operate the portions of the boat ramp and transient dock that are within DSL's management purview along the southern edge of the Young's River Marine Park (see attached map). The agreement expired on May 1st, 2010, but was brought to the attention of staff by DSL at the beginning of March, 2018 when DSL noticed the license had lapsed and reached out to inquire if the City wished to renew the license for an additional fifteen years, backdated from 2010 until 2025.



There is no cost to the City to renew the license and without the license's renewal, the boat ramp and all other associated infrastructure situated on DSL property must be removed within ninety days and the area put back to its natural state, at the City's expense. Failure to comply with that mandate could result in a judgment of trespass and civil penalties could be imposed. The agreement provides a condition to end early at the mutual consent of both parties, if that option is exercised all infrastructure would need to be removed within ninety days or face civil penalties. If the City decides to sell the property before the end of the agreement, the City would be able coordinate with the State to cancel the license or have them transfer it to the new owner. Because the license is only for 15 years, it is not anticipate that that timeline would preclude a sale or transfer, given the complex nature of the property and speed a viable alternative site for the Astoria Recreation Center could be funded and developed.

City Attorney Henningsgaard has approved the agreement to form.

RECOMMENDATION

It is recommended that City Council approve the renewal of Public Recreation Facility License 20905-LI for an additional fifteen years, from 2010-2025, to maintain public access at the Young's River Marine Park.

By: Angela Cosby
Angela Cosby
Director of Parks & Recreation

STATE OF OREGON
DEPARTMENT OF STATE LANDS

Public Recreation Facility License
20905-LI

The STATE OF OREGON, by and through its Department of State Lands (STATE), GRANTOR, does hereby grant to City of Astoria Parks and Recreation, LICENSEE, a License for the construction, maintenance, repair, and/or replacement of a public recreational facility for the specific purpose of public boat launch ramp and fishing dock for public use on the following described property, to wit:

A parcel of submerged land adjacent to the right bank of Young's Bay, all in Section 17, Township 8 North, Range 9 West, Willamette Meridian, Clatsop County, Oregon.

Beginning at a point where the Mean High Tide line of said right bank is intersected by the Easterly right of way line of the Old Young's Bay Bridge (Alternate US 101);

thence upstream along the Mean High Tide line a distance of 525 feet, more or less, to the TRUE POINT OF BEGINNING;

thence upstream along the Mean High Tide line a distance of 60 feet;

thence riverward 80 feet;

thence downstream 45 feet;

thence shoreward 80 feet to the point of beginning, encompassing 0.10 acre, more or less.

This description is used to establish the approximate location and extent of the area subject to this Department of State Lands authorized use and was not prepared by a licensed surveyor. All locations, bearings, and distances were developed in the Oregon Coordinate Reference System Standard; Oregon Statewide Lambert Conformal Conic, NAD 1983, International Feet, GRS 1980 Spheroid.

1. LICENSE TERM AND RENEWAL

The LICENSEE, subject to compliance with the terms and provisions of this License, shall have and hold the Licensed Premises for the purposes stated above for fifteen (15) years beginning May 1, 2010 and expiring on April 30, 2025.

The LICENSEE Shall have an option to renew this License for an additional period of 15 years after the original and each renewal license term provided that Licensee has submitted a completed license renewal application form to State not less than one hundred and eighty (180) days prior to the License Expiration Date. Upon receipt of such application, this License shall be renewed by State unless:

- a) State determines, in its sole discretion, that Licensee has not complied with the terms of this License, the applicable statutes and Oregon Administrative Rules; or
- b) Licensee is no longer the preference right holder as provided in ORS 274.040(1) and defined in OAR 141-082-0255; or
- c) State determines that the renewal of this License for all or any portion of the License area would be contrary to local, state, or federal law, or would be inconsistent with the policies set forth in OAR 141-082-0260.

2. CONSTRUCTION

Construction in navigable waters shall conform to standards and specifications set by U.S. Army Corps of Engineers or U.S. Coast Guard for the project. The bed and banks of the waterway shall be restored to a condition acceptable to the STATE as soon as construction or maintenance is completed. Any blasting construction shall be performed according to the laws of the state. Underwater blasting permits are required under ORS 509.140.

3. PREVENTION OF WASTE, DAMAGE AND INJURY

LICENSEE shall exercise reasonable diligence in its operation on and from said Licensed Premises; shall carry on all operations hereunder in a good and workmanlike manner having due regard for public safety and the prevention of waste and for the restoration and conservation of said Licensed Premises for future use, and shall take all reasonable steps to avoid damage to soil, timber, fish and fish habitat, wildlife and wildlife habitat and water quality of both ground water and surface water; shall make all reasonable efforts to minimize interference with existing navigational and recreational activities and scenic values; shall substantially restore the Licensed Premises to its original condition and shall do all things reasonably necessary to minimize erosion.

4. HAZARDOUS WASTE

LICENSEE shall refrain from storing on, or discharging from or onto, the Licensed Premises any hazardous wastes or toxic substances as defined in 42 USC§ 9601-9657, except as otherwise permitted by law.

5. COMPLIANCE WITH LAW

LICENSEE shall comply with all applicable federal, state, and local statutes, ordinances, rules and regulations in its use of the Licensed Premises. This License does not give LICENSEE permission to conduct any use on the Licensed Premises which is not in conformance with applicable land use requirements, and it is the LICENSEE's responsibility to determine and comply with those and all other requirements.

LICENSEE shall use the Licensed Premises only in a manner, or for such purposes, that assure fair and nondiscriminatory treatment of all persons without respect to race, creed, color, religion, handicap, disability, age, gender or national origin.

6. DELIVERY OF PREMISES

Delivery of the Licensed Premises will occur upon the date of execution of this License. STATE will not provide a survey or pay any costs of a survey to determine boundaries. It is the LICENSEE's responsibility to make an accurate determination of the boundaries. The legal description provided by STATE is drawn from an assessor's map and/or other data deemed to be reliable. If LICENSEE elects not to have a survey performed and a discrepancy or boundary overlap later becomes evident, STATE, at its discretion, may provide a corrected description of the Licensed Premises.

7. ALTERATIONS AND IMPROVEMENTS

LICENSEE shall obtain the written consent from the STATE prior to making any alterations or additions to the Licensed Premises or improvements upon the Licensed Premises. Any removal/fill activity in the waters of the state shall require a permit from the Director in accordance with ORS 196-800 et seq.

8. ACCESS TO PROPERTY AND RECORDS

The STATE shall have access to the Licensed Premises at all reasonable times for the purpose of ensuring compliance with the terms and conditions of this License. The STATE shall have the right to examine pertinent records of LICENSEE for the purpose of ensuring compliance with the License.

Public access to the navigable waters must be maintained.

9. REPAIRS AND MAINTENANCE

LICENSEE agrees to make all repairs to the Licensed Premises which are necessary for the purposes set forth in this License. LICENSEE further agrees to maintain the Licensed Premises in reasonable safe condition during the period of this License. If LICENSEE fails to make the repairs required under this provision or fails to maintain the Licensed Premises in reasonably safe condition, STATE may revoke this License, provided LICENSEE fails to make the necessary repairs or perform the required maintenance within a reasonable time not to exceed thirty (30) days after written notification by STATE.

10. ASSIGNMENT OR SUBLETTING

LICENSEE shall not assign, mortgage, or sublet nor enter into any third party agreement respecting the License without first obtaining the prior written consent of STATE pursuant to the requirements of the applicable Oregon Administrative Rules. Requests must be in writing and must be received by STATE at least thirty (30) calendar days prior to the effective date of sublet or assignment. STATE reserves the right to condition its consent as it deems reasonably prudent, including the right to require changes to the terms of this License.

11. DEFAULT, NOTICE AND CURE BY LICENSEE

A default by the LICENSEE shall occur if any of the following shall occur and if said default shall continue and not be remedied within sixty (60) days after the STATE shall have given notice specifying the breach:

a. LICENSEE charging the public for use of the Licensed Premises (a nominal charge for maintenance costs of the Licensed Premises may be allowed with written approval of the STATE).

b. Failure of LICENSEE to comply with any term or condition imposed by the STATE in the License.

c. Failure of LICENSEE to use the Licensed Premises for the purposes authorized under the terms of the License.

d. LICENSEE maintaining a nuisance on the Licensed Premises.

e. Failure by LICENSEE to remove any lien or encumbrances placed upon the Licensed Premises.

12. TERMINATION UPON LICENSEE'S DEFAULT

In the event of a default by LICENSEE, the License may be terminated at the option of STATE by thirty (30) days advance notice in writing to LICENSEE. In the event the License is terminated by either party, all remedies afforded under this License shall survive such termination. LICENSEE shall have sixty (60) days after date of termination to remove all fixtures and property from the Licensed Premises and to restore the Premises to its original (natural) condition. Failure to remove such items and restore the Premises within the sixty (60) day period will result in assignment of the file to the Department of Justice.

13. TERMINATION UPON MUTUAL CONSENT

This License may also be terminated by mutual written consent of LICENSEE and STATE.

14. INDEMNIFICATION

LICENSEE shall perform the services under this License as an independent entity. LICENSEE and STATE each shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

15. RESERVATIONS

The interest of LICENSEE under this License shall at all times be subject to STATE's right to grant rights-of-way in and over said Licensed Premises or a portion of the Licensed Premises for other purposes, including but not limited to, railroads, telegraph and telephone lines, pipelines, irrigation or other water canals and ditches, and to STATE's right to lease all or part of the Licensed Premises for the exploration, discovery, development and production of oil, gas, or minerals of any nature whatsoever, provided the right-of-way or lease does not unreasonably interfere with the purpose of this License.

16. NON WAIVER

Waiver by either party of strict performance of any term of this License on any occasion shall not be construed as a waiver nor prejudice either party's right to require strict performance of the same provision in the future or any other provision.

17. PARTNERSHIP

STATE is not a partner nor a joint venturer with LICENSEE in connection with this License and shall have no obligation with respect to LICENSEE's debts or other liabilities.

18. MERGER

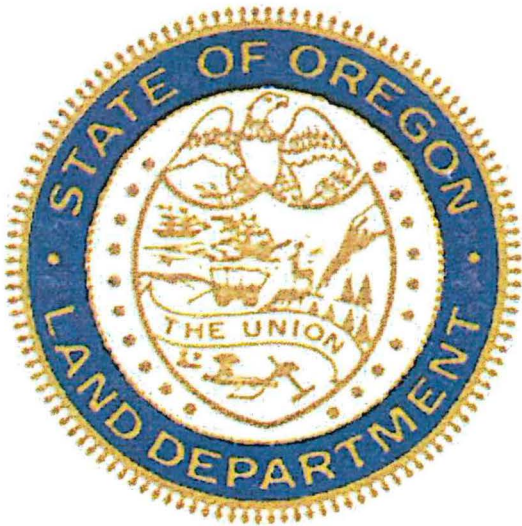
This License constitutes the entire agreement between the parties, and no oral statement, representation or agreement not herein expressed shall be binding upon any party.

19. MODIFICATION

This agreement may not be changed, altered or amended without mutual written consent of the parties.

This License is granted in order that LICENSEE can provide public recreational utilization of the Licensed Premises at no charge to the public, however, a nominal fee may be charged to cover maintenance costs of the Licensed Premises. If the facility is not used in compliance with this condition, the License will automatically terminate and the land shall revert to STATE.

WITNESS the seal of the Department of State Lands affixed
this _____ of _____, 20_____.



STATE OF OREGON, acting by and
through its Department of State Lands

City of Astoria Parks and Recreation

DSL Authorized Signature/Printed Name

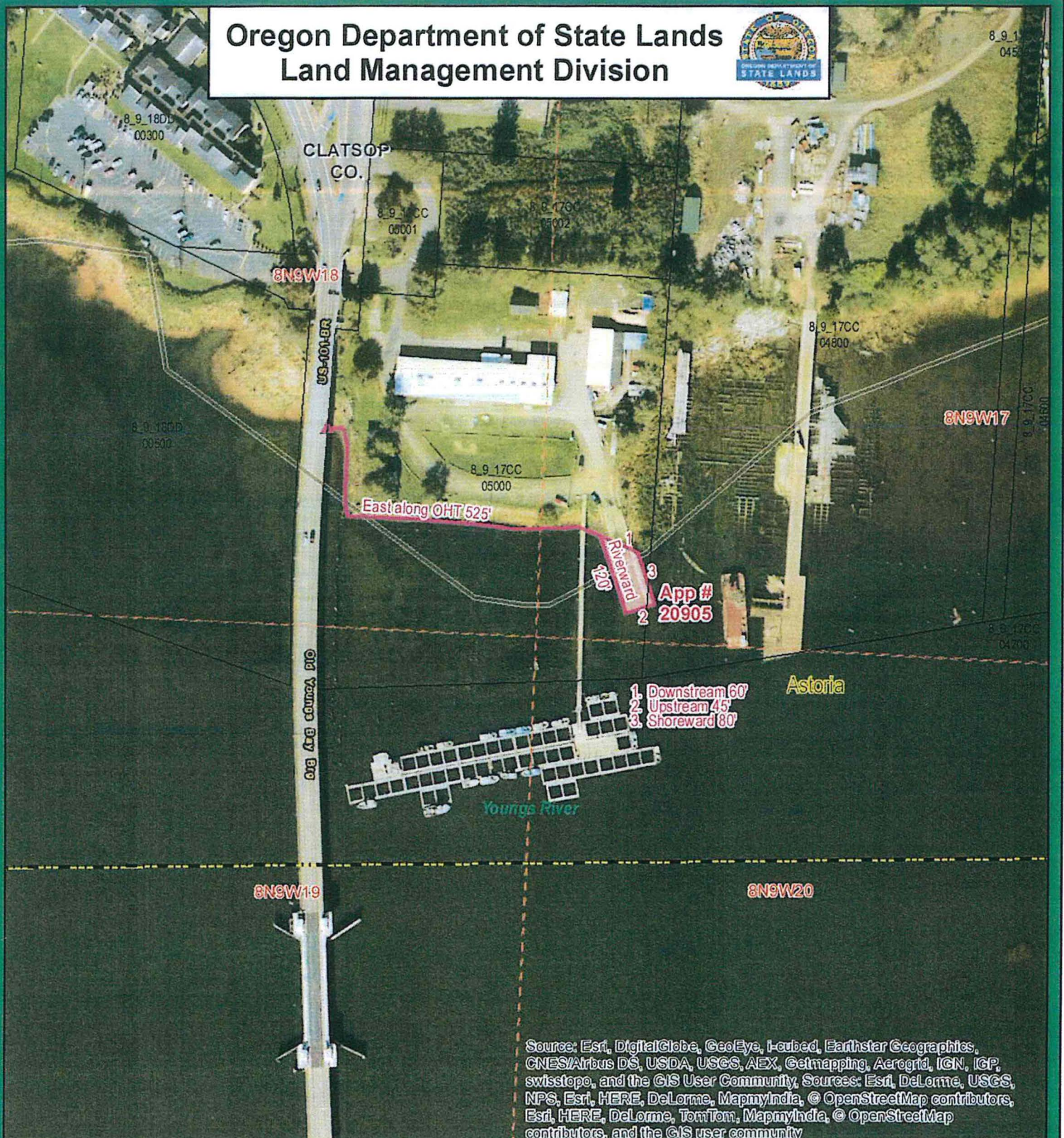
Authorized Signature/Printed Name

Title

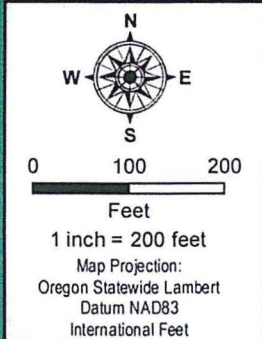
Approved as to form:


Digitally signed by
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3867754144546f59324e744d354e773d3d
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cn=com.apple.idms.appleid.prd.49317566476
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Date: 2018.03.20 09:25:25 -08'00'

Oregon Department of State Lands Land Management Division



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- Legal Description Point
- Legal Description Line
- Authorization Area

Exhibit A

State of Oregon
Department of State Lands
775 Summer St. NE, Suite 100
Salem, OR 97301
503-986-5200
www.oregon.gov/DSL
Date: 11/14/2014

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